

To: Sherwood Parentco Limited (the **Company**)

Attention: The Directors

6 October 2021

Dear Sirs,

Project Sherwood – Amendment Letter to Senior Secured Bridge Facilities Fee Letter

We refer to the senior secured bridge facilities fee letter entered into by us on 31 March 2021 as amended pursuant to an amendment agreement dated 29 April 2021 and as further amended pursuant to an amendment agreement dated 23 June 2021 (the **Senior Secured Bridge Facilities Fee Letter**).

Unless otherwise specified herein, capitalised terms used herein without definitions have the meanings assigned to them in the Senior Secured Bridge Facilities Fee Letter.

1. **AMENDMENT**

With effect from the date of this agreement, we agree that the Senior Secured Bridge Facilities Fee Letter shall be amended by deleting paragraph (a) of clause 1.1 and replacing it with the following:

- “(a) *whether or not any Senior Secured Bridge Loans are funded on the Closing Date, to the Arrangers a commitment fee (the **Senior Secured Commitment Fee**) in an aggregate amount equal to 1.25% of the Total Commitments under the Senior Secured Bridge Facilities, earned on the date hereof and payable on the date falling on the earlier of:*
- (i) *the date of first utilisation of the Senior Secured Bridge Facilities; and*
 - (ii) *the date of the receipt by you of any financing that replaces the funding of the Senior Secured Bridge Loans in whole or in part, including the issuance of securities (but for the avoidance of doubt excluding any proceeds received from utilisations under the Revolving Facility);”*

2. **MISCELLANEOUS**

2.1 This letter is a Finance Document under the Commitment Letter.

2.2 This letter, together with the Senior Secured Bridge Facilities Fee Letter, sets out the entire agreement between all of the parties as to the Senior Secured Fees (other than the Senior Secured Agency Fee) in connection with the commitments entered into in respect of the Senior Secured Bridge Facilities, and supersedes any prior oral and/or written understandings or arrangements among such parties relating to such Senior Secured Fees in respect of the Senior Secured Bridge Facilities, other than as expressly set out in the Commitment Letter or the Senior Secured Bridge Engagement Letter entered into in connection with the Commitment Letter. Any provision of this letter may only be amended or waived in writing signed by each of the parties hereto.

- 2.3 You acknowledge that this letter is neither an expressed nor an implied commitment by any Arranger or any Underwriter or any of their affiliates to act in any capacity with respect to the Senior Secured Bridge Facilities or to purchase or place any loans in connection therewith, which commitment, if any, is only set forth in the Commitment Letter.
- 2.4 No party may assign or transfer rights or obligations under this letter without the consent of the other parties, provided that (for the avoidance of doubt), all Senior Secured Fees under the Senior Secured Bridge Facilities Fee Letter may be retained and/or distributed by the relevant recipient in such manner as it determines in its sole discretion.
- 2.5 (a) Except as otherwise expressly provided in this letter, the terms of this letter may be enforced or relied on only by a party to it or such party's successors or permitted assigns and the terms of the Contracts (Rights of Third Parties) Act 1999 are excluded.
- (b) The parties to this letter may, however, at any time, by agreement, rescind the agreement set out herein or amend its terms without the consent of any person who is not a party to this letter.
- 2.6 If a term of this letter becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:
- (a) the legality, validity or enforceability in that jurisdiction of any other term of this letter; or
- (b) the legality, validity or enforceability in other jurisdictions of that or any other term of this letter.
- 2.7 This letter may be signed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this letter. Delivery of an executed counterpart of a signature page of this letter by facsimile transmission or electronic transmission will be effective as delivery of a manually executed counterparty hereof.
- 2.8 This letter and any non-contractual obligations arising in connection with it are governed by English law.
- 2.9 Each party agrees that the courts of England have exclusive jurisdiction to settle any disputes in connection with this letter and accordingly submits to the exclusive jurisdiction of the English courts.
- 2.10 Each party further agrees to waive any objection to the English courts on grounds of inconvenient forum or otherwise as regards proceedings in connection with this letter and any non-contractual obligation arising out of or in connection with it and agrees that a judgment or order of an English court in connection with this letter and any non-contractual obligation arising out of or in connection with it is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.
- 2.11 Each party agrees that this letter and its contents will be subject to the confidentiality provisions of the Commitment Letter.

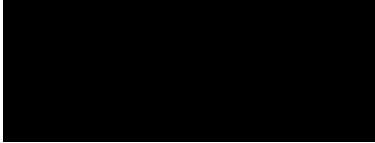
If you agree to the above, please confirm your agreement and acceptance of the terms of this letter by signing, dating and returning this letter to us.

Yours faithfully,

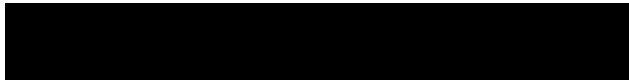
Arrangers

BARCLAYS BANK PLC

By:



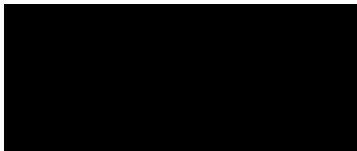
Address:



Tel No:

Email:

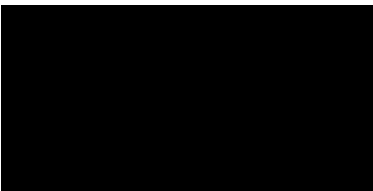
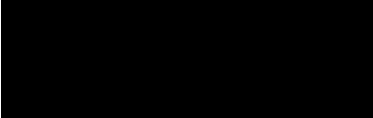
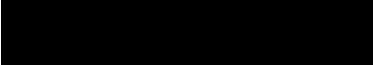
Attention:



J.P. MORGAN SECURITIES PLC

By: 

Address: 

Tel No: 
Email: 
Attention: 

GOLDMAN SACHS BANK USA

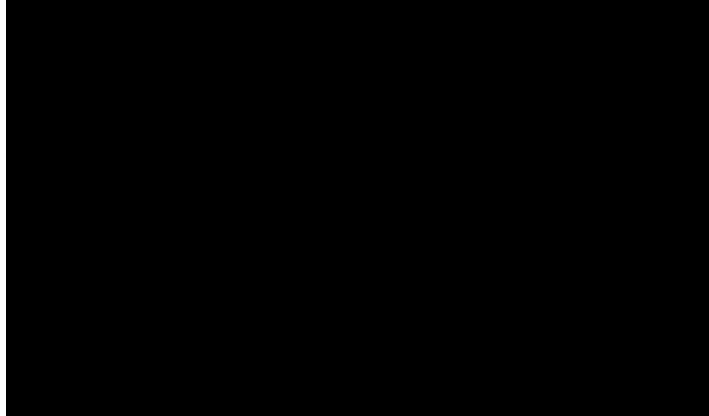
By:

Address:

Tel No:

Email:

Attention:



BANK OF AMERICA EUROPE DESIGNATED ACTIVITY COMPANY

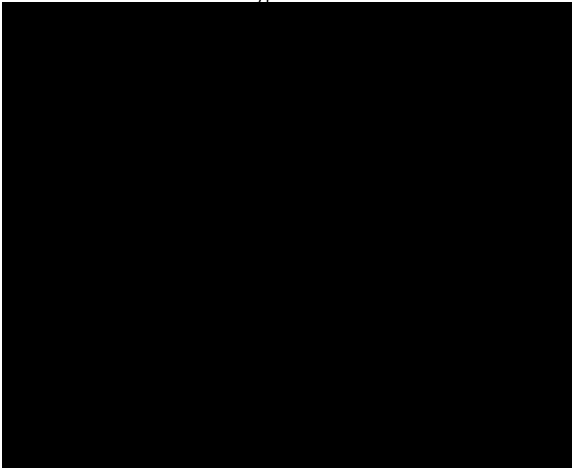
By:

Address:

Tel No:

Email:

Attention:



DNB (UK) LIMITED

By:

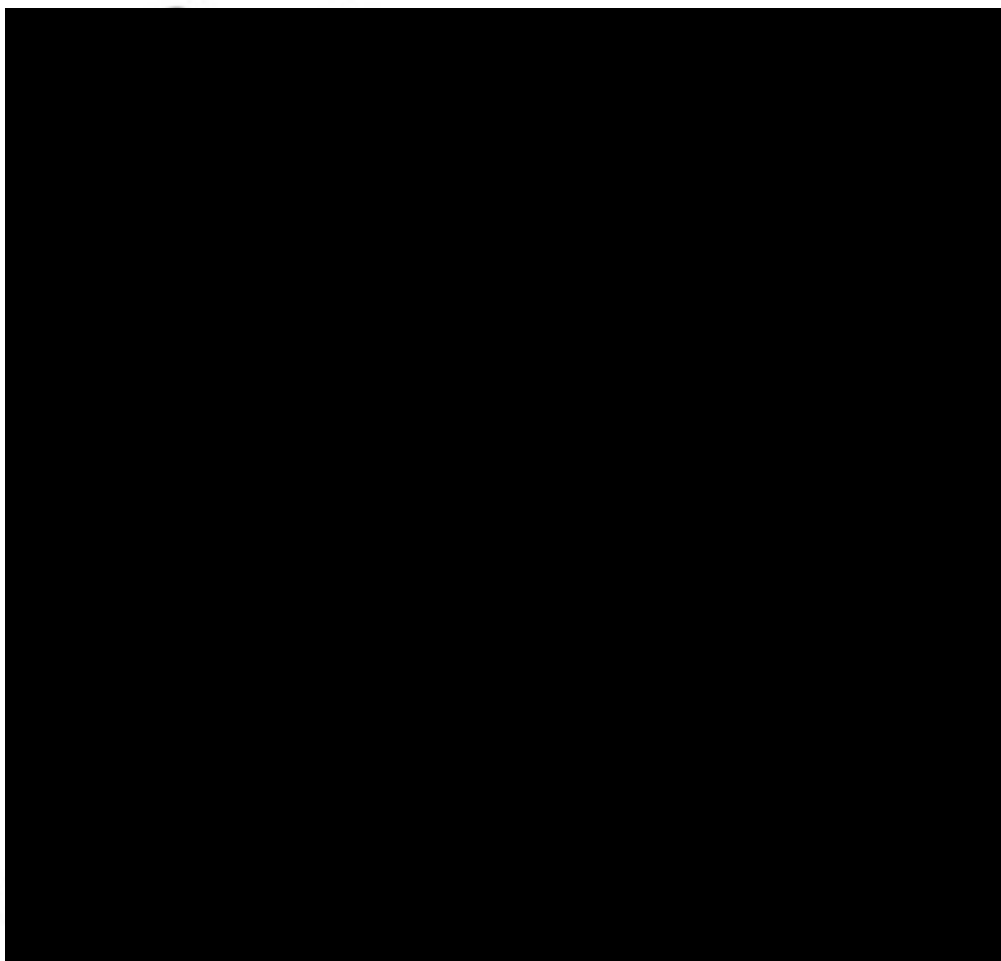
By:

Address:

Tel No:

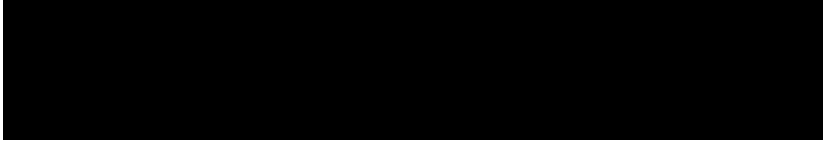
Email:

Attention:



HSBC BANK PLC

By:



Address:

Tel No:

Email:

Attention:



LLOYDS BANK PLC

By: 

Address: 

Tel No: 

Email: 

Attention: 

CITIBANK, N.A., LONDON BRANCH

By: [Redacted]

Address: [Redacted]

Tel No: [Redacted]
Email: [Redacted]
Attention: [Redacted]

NATWEST MARKETS PLC

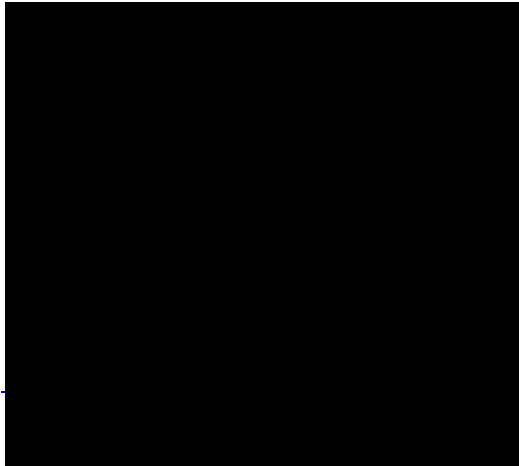
By:

Address:

Tel No:

Email:

Attention:



Underwriters

BARCLAYS BANK PLC

By:



Address:

Tel No:

Email:

Attention:



JPMORGAN CHASE BANK, N.A., LONDON BRANCH

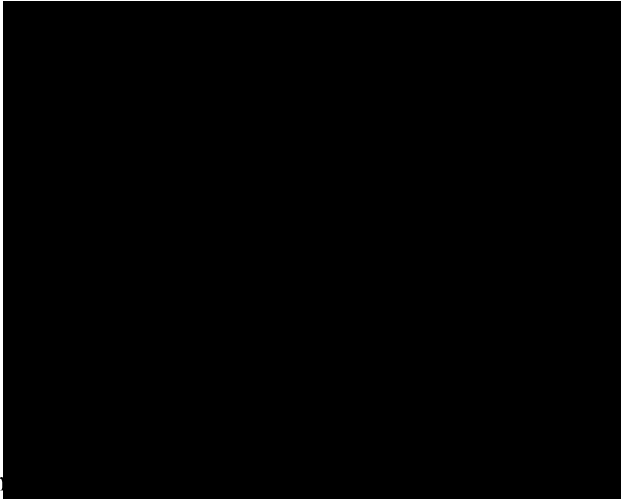
By:

Address:

Tel No:

Email:

Attention:



GOLDMAN SACHS BANK USA

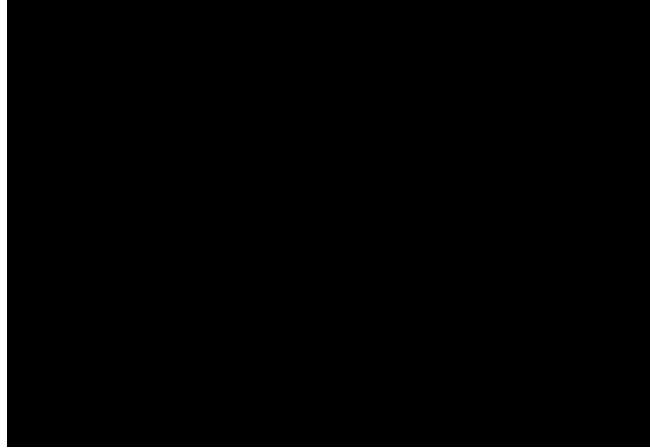
By:

Address:

Tel No:

Email:

Attention:



BANK OF AMERICA EUROPE DESIGNATED ACTIVITY COMPANY

By:



Address:



Tel No:

Email:

Attention:

DNB (UK) LIMITED

By:

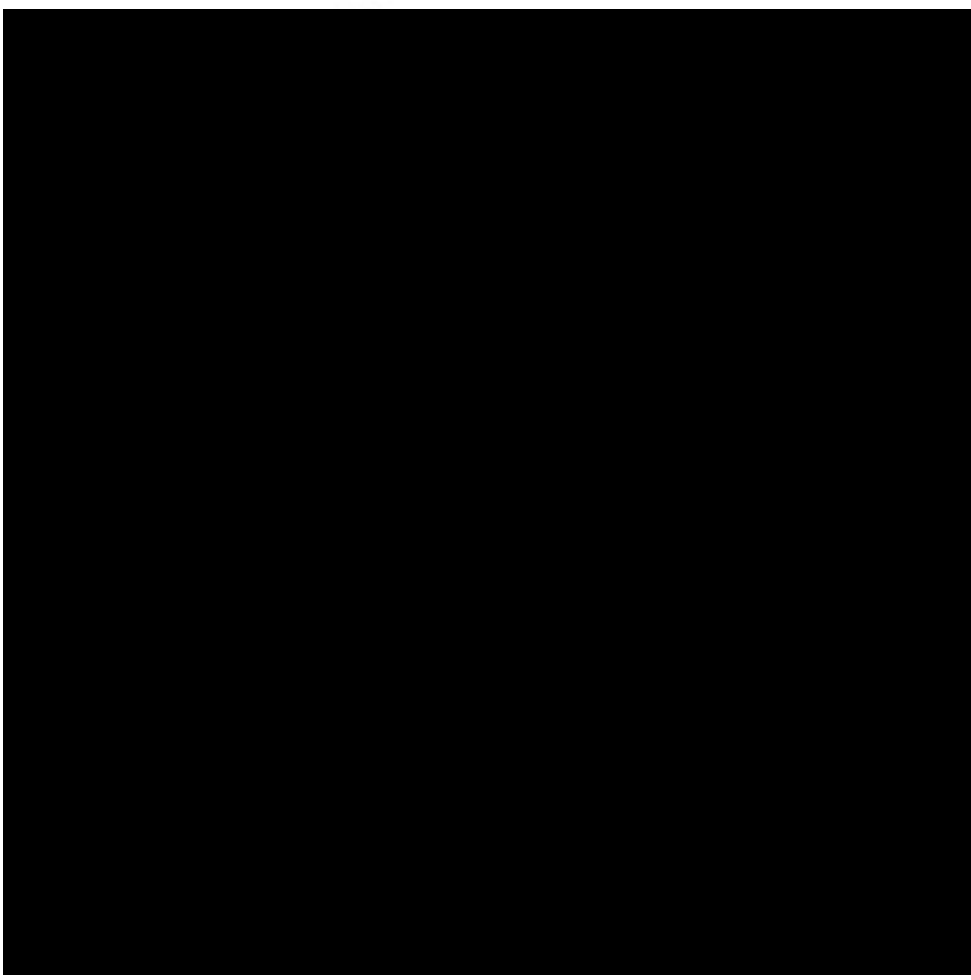
By:

Address:

Tel No:

Email:

Attention:

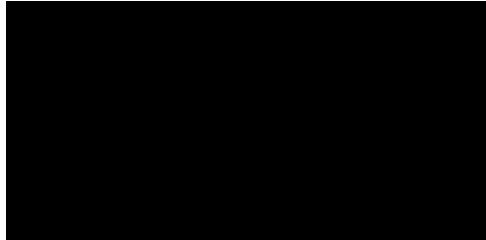


HSBC BANK PLC

By:



Address:



Tel No:

Email:

Attention:

LLOYDS BANK PLC

By: 

Address: 

Tel No: 

Email: 

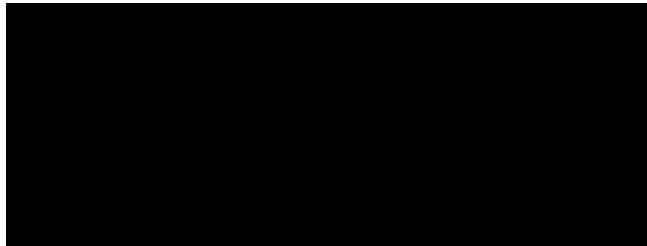
Attention: 

CITIBANK, N.A., LONDON BRANCH

By:



Address:



Email:

Attention:

NATWEST MARKETS PLC

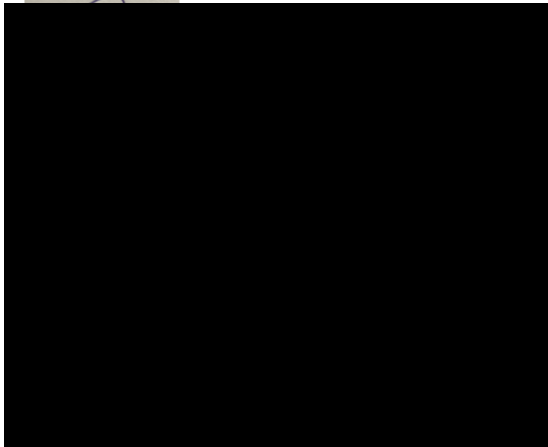
By:

Address:

Tel No:

Email:

Attention:



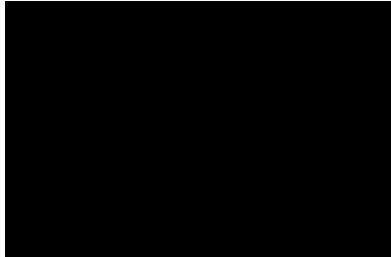
Accepted and agreed

SHERWOOD PARENTCO LIMITED

By:



Address:



Email:

Attention: