

To: Basing Bidco Limited (“you”, “your”)
Cc: TowerBrook Capital Partners (U.K.) LLP and Warburg Pincus International LLC
Attention: Matthew Bashaw, Jeroen Bischops

December 24, 2020

Dear Sirs,

PROJECT AGASSI – BRIDGE FEE LETTER

We refer to the commitment letter (the “**Commitment Letter**”) dated on or about the date of this letter and entered into between, among others, us and you. This is the Bridge Fee Letter referred to in the Commitment Letter. Unless otherwise defined herein, capitalised terms shall have the same meanings as set forth in the Commitment Letter and/or the Secured Bridge Facility Term Sheet, as the case may be.

1. Secured Bridge Facility Fees

- (a) In connection with and in consideration of the Mandated Lead Arrangers arranging and the Underwriters underwriting the Secured Bridge Facility in the amount set out in the Commitment Letter, you or the Secured Bridge Borrower shall pay, or procure that there is paid (subject to paragraphs (b), (c) and (d) below):
 - (i) to the Mandated Lead Arrangers (or their respective designated affiliates) a commitment fee (the “**Secured Bridge Commitment Fee**”) in an amount equal to 1.25% of the commitments in respect of the Secured Bridge Facility under the Commitment Letter as of its date, payable on the Closing Date (whether or not the Secured Bridge Facility is drawn).
 - (ii) to the Mandated Lead Arrangers (or its designated affiliates) in the event that, and to the extent that, the Secured Bridge Borrower borrows under the Secured Bridge Facility, a funding fee (the “**Secured Bridge Funding Fee**”) in an amount equal to 1.00% of the

principal amount of the Secured Bridge Loans actually borrowed, payable at the time of borrowing (in respect of the Secured Bridge Loans borrowed at such time), *provided that* on a prepayment of all or any portion of the Secured Bridge Facility within the time periods set forth in Column A below funded with the proceeds of a Permanent Financing in which a Mandated Lead Arranger (or one or more of its designated affiliates or branch offices) participates with a role commensurate with its role as Mandated Lead Arranger or Underwriter in respect of the Secured Bridge Loans, a rebate of the Secured Bridge Funding Fee paid to that Mandated Lead Arranger (and attributable to the Secured Bridge Loans prepaid) shall be set-off by that Mandated Lead Arranger to the Secured Bridge Borrower (or the member of the Group which paid the relevant fee) as a credit against any fees then payable to that Mandated Lead Arranger (or its affiliates) under the HY Engagement Letter in an amount equal to the percentage of the paid Secured Bridge Funding Fee set forth in Column B below paid to that Mandated Lead Arranger and attributable to the Secured Bridge Loans prepaid opposite the relevant time period in Column A:

<u>A</u>	<u>B</u>
From the Class B2 Refinancing Date to and including the date falling 90 days after the Class B2 Refinancing Date	75%
From and including the date falling 91 days after the Class B2 Refinancing Date to and including the date falling 180 days after the Class B2 Refinancing Date	50%
From and including the date falling 181 days after the Class B2 Refinancing Date to and including the date falling 270 days after the Class B2 Refinancing Date	25%
From and including the date falling 271 days after the Class B2 Refinancing Date	0%

- (iii) to the Secured Bridge Lenders if any of the Secured Bridge Loans shall remain outstanding on the Secured Conversion Date, a rollover fee (the “**Secured Bridge Rollover Fee**”) equal to the product of (a) 2.00% and (b) the aggregate principal amount of Secured Bridge Loans outstanding on the Secured Conversion Date, payable on the Secured Conversion Date; *provided that* on a prepayment of all or any portion of the Secured Extended Term Loans or the Secured Exchange Notes within the time periods set forth in Column A below funded with the proceeds of a debt financing in which a Mandated Lead Arranger (or one or more of its designated affiliates or branch offices)

participates with a role commensurate with its role as Mandated Lead Arranger or Underwriter in respect of the Secured Bridge Loans, a rebate of the Secured Bridge Rollover Fee paid to that Mandated Lead Arranger (and attributable to, as applicable, the Secured Extended Term Loans or the Secured Exchange Notes prepaid) shall be set-off by that Mandated Lead Arranger to the Secured Bridge Borrower (or the member of the Group which paid the relevant fee) as a credit against any fees then payable to that Mandated Lead Arranger (or its affiliates) under the HY Engagement Letter in an amount equal to the percentage of the paid Secured Bridge Rollover Fee set forth in Column B below paid to that Mandated Lead Arranger and attributable to the Secured Bridge Loans prepaid opposite the relevant time period in Column A:

A	B
From the Secured Conversion Date to and including the date falling 90 days after the Secured Conversion Date	75%
From and including the date falling 91 days after the Secured Conversion Date to and including the date falling 180 days after the Secured Conversion Date	50%
From and including the date falling 181 days after the Secured Conversion Date to and including the date falling 270 days after the Secured Conversion Date	25%
From and including the date falling 271 days after the Secured Conversion Date	0%

- (b) The fees referred to in this Section 1 (*Secured Bridge Facility Fees*) shall, in each case, be subject to and after giving effect to any change in the commitments under the Secured Bridge Facility pursuant to paragraphs 1(e) and 5(a) of the Commitment Letter.
- (c) Subject to paragraph (b) above, the Secured Bridge Commitment Fee shall be divided among the Mandated Lead Arrangers based on their *pro rata* share of the commitments under the Secured Bridge Facility, the Secured Bridge Funding Fee shall be divided among the Mandated Lead Arrangers based on their *pro rata* share of those Secured Bridge Loans to which such Secured Bridge Funding Fee relates, and the Secured Bridge Rollover Fee shall be divided among the Secured Bridge Lenders of Secured Bridge Loans based on their *pro rata* share of those Secured Bridge Loans to which such Secured Bridge Rollover Fee relates.

- (d) No fees shall be payable under this Section 1 (*Secured Bridge Facility Fees*), unless the Closing Date occurs.

2. Expenses

- (a) Subject to the Closing Date occurring and you having received satisfactory evidence that such costs and expenses have been properly incurred by the Mandated Lead Arrangers, you will reimburse (or procure that another member of the Group reimburses) each Mandated Lead Arranger for all reasonable third-party costs and out-of-pocket expenses incurred by it in connection with the negotiation and execution of the definitive documentation for the Secured Bridge Facility, subject to a cap to be separately agreed between you (or the Sponsors) and the Mandated Lead Arrangers.
- (b) Such portion of the costs and expenses described under paragraph 2(a) above which relate to reasonable legal fees and expenses of counsel to the Mandated Lead Arrangers (as approved by you) shall, on a basis and subject to a cap to be separately agreed between the Mandated Lead Arrangers and you (or the Sponsors) in advance, but irrespective of the Closing Date occurring, be reimbursed by you (or another member of the Group as procured by you).

3. Secured Bridge Securities Demand

- (a) You hereby agree that at any time (but not more than three times) on or after the date falling 60 days after the Closing Date, but prior to the Initial Maturity Date (such period, the “**Securities Demand Period**”), upon notice (a “**Secured Securities Notice**”) from the Underwriters representing not less than 50.1% of the outstanding principal amount of the committed amount of Secured Bridge Loans as at the date of the Commitment Letter (the “**Majority Underwriters**”) and, in each case, on the terms and conditions set forth in the following provisos, the Issuer (as defined in the HY Engagement Letter) will issue the debt securities as specified in such Secured Securities Notice so long as at least a majority of the aggregate principal amount of such securities is placed, immediately following their issuance, with third-party investors who (other than Asset Management Affiliates (as defined herein) and excluding Repurchased Securities) are not Secured Bridge Lenders or Commitment Parties or affiliates of Secured Bridge Lenders or Commitment Parties (the “**Secured Securities**”) (unless you have failed to produce a preliminary offering memorandum, obtain ratings or conduct a roadshow);

provided that

- (i) the interest rate of such Secured Securities shall be fixed-rate and reasonably determined by the Underwriters in light of the then-prevailing market conditions for comparable debt securities in consultation with you, but in no event shall (A) the

interest rate or yield to maturity of any tranche of Secured Securities at any time exceed a rate per annum equal to the Total Secured Cap (excluding default interest at the Default Rate as described in the Secured Bridge Facility Term Sheet), (B) the blended weighted average total effective yield (including OID (as defined below) on the basis of three-year amortization) cost to the Issuer and the Group applicable to the Secured Bridge Facility (assuming the maximum yield permitted under the terms thereof), any Secured Securities, any other debt arranged, underwritten, placed or provided by the Underwriters or any of the Commitment Parties and incurred or issued to refinance or replace all or a portion of the Secured Bridge Facility at any time exceed the Total Secured Cap applicable to the Secured Bridge Facility (excluding default interest at the Default Rate as described in the Secured Bridge Facility Term Sheet), and (C) any such Secured Securities be issued at a price to the Issuer (prior to payment of initial purchasers' discount and underwriting fees) of not less than 98% (the discount of such price to par, for purposes of this Section 3, the "OID"),

- (ii) to the extent Secured Securities are issued subject to OID, at the option of the Secured Bridge Borrower or Bidco, additional Secured Securities (in excess of the original amount of the Secured Bridge Facility) may be issued to ensure the total amount of Secured Securities issued is no less than 100% of the original value prior to the OID (with no other fees being payable on such excess),
- (iii) the Secured Securities shall be secured notes and, to the extent legally possible, the guarantee structure and security interests shall be consistent with the Class B2 Notes, subject (in each case) to the terms of the Common Terms Agreement and the Issuer Deed of Charge,
- (iv) the expected maturity of any of such Secured Securities shall not be less than five (5) years, and the non-call period shall be two years with redemption premia starting thereafter at 50% of coupon, 25% of coupon and par,
- (v) any such Secured Securities shall be issued pursuant to a private placement in reliance on Rule 144A under the U.S. Securities Act, Regulation S of the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**") or any other available exemption from the registration requirements of the U.S. Securities Act with no registration rights (and not a public offering), unless otherwise consented to by you, and there will be no requirement for such securities to be listed on a stock exchange other than a listing on the same exchange as the Class B2 Notes or another

recognised non-European Economic Area stock exchange that is reasonably acceptable to the Underwriters and you,

- (vi) (A) each offering of Secured Securities shall be in respect of a minimum of £50,000,000 (or the equivalent thereof) of Secured Securities, (B) the aggregate amount of proceeds of the Secured Securities shall not exceed (without your consent) an amount equal to the proposed amount of the Secured Bridge Loans or, if the Secured Bridge Loans have been made, an amount sufficient to repay all the then outstanding principal and other amounts under the Secured Bridge Loans, or such lesser amount as shall be determined by the Underwriters, and (C) unless otherwise consented to by you, the Secured Securities will be denominated in GBP, and
- (vii) any such issuance shall be pursuant to a placement agreement, indenture and related documents containing terms, conditions, offers to purchase, redemption provisions, covenants and events of default, all of which shall be consistent with the Class B2 Notes, with changes consistent with the Secured Exchange Notes and as may be further requested by the Underwriters and consented to by you, acting reasonably in light of a syndicated offering of Secured Securities;

and *provided further* that any Secured Securities issued to any Secured Bridge Lender or an affiliate thereof (other than any affiliate, investment fund, proprietary investing or flow trading operation of a Secured Bridge Lender engaged in the business of investing in, trading in or managing debt obligations in the secondary market similar to those of the Issuer and its subsidiaries which is managed and/or operated on a day-to-day basis separately from the debt arranging and underwriting business of the affiliated Underwriter (each, an “**Asset Management Affiliate**”)) and excluding Secured Securities acquired pursuant to bona fide open market purchases from third parties or market making activities (“**Repurchased Securities**”), shall be callable and/or subject to redemption at the issue price plus accrued interest (and for the avoidance of doubt, without premium or penalty of any kind) for so long as such Secured Securities are held by them. The redemption provisions of the Secured Securities will provide, if applicable, for non-ratable voluntary redemptions of Secured Securities (other than Repurchased Securities) held by any Secured Bridge Lender and its affiliates (other than Asset Management Affiliates) at such prices for so long as such Secured Securities are held by them.

- (b) You shall make commercially reasonable efforts to do all things reasonably required in connection with the Secured Securities Notice (*provided* that, with respect to the Target Group (including its auditors and advisors), prior to the Closing Date such requirements will be subject to the Acquisition Documents, any applicable law or regulation (including the Takeover Code or any guidance or practice statements issued by the Takeover Panel in connection therewith)), including (without limitation) making commercially reasonable efforts in respect of (i) the delivery of

customary preliminary and final offering memoranda suitable for use in the European high yield market (containing all financial statements and other data customarily included in offering memoranda for an offering of securities pursuant to Rule 144A under the U.S. Securities Act and Regulation S under the U.S. Securities Act by the Target Group), (ii) the obtaining of ratings for the Secured Securities from both Standard & Poor's and Moody's, (iii) the preparation of roadshow materials and the participation in a customary roadshow of senior management of the Group (including the Target Group (*provided* that, prior to the Closing Date, only to the extent you are able to procure the assistance of the Target Group)), (iv) executing a purchase agreement in respect of the Secured Securities consistent with the Documentation Principles, but in any event no less favorable to the Issuer and the Group than the purchase agreement for the Class B2 Notes, and (v) the preparation and delivery of customary closing documents (including, without limitation, customary comfort letters, legal opinions and disclosure letters).

- (c) In the event that you fail to comply with a Secured Securities Notice within 10 Business Days (a "**Secured Demand Failure Event**") (i) the Secured Bridge Rollover Fee, if not previously paid, shall become immediately due and payable, (ii) the interest rate under the Secured Bridge Facility shall increase to the Total Secured Cap applicable to the Secured Bridge Facility and (iii) the Secured Conversion Date in respect of the Secured Bridge Facility will be deemed to have occurred (including with respect to transferability). For the avoidance of doubt, a Secured Demand Failure Event shall not constitute a default under the documentation governing the Secured Bridge Facility and the foregoing items (i) through (iii) shall be the sole remedy in respect thereof.
- (d) In the event that the Secured Bridge Facility does not fund and, during the 12-month period commenced on November 25, 2020 (the "**Original Signing Date**"), Bidco or any of its Affiliates consummate any transaction similar to the Acquisition that results in an offer for at least 75% of the Target Shares being declared wholly unconditional or a scheme to implement the Acquisition becoming effective (any such transaction, a "**Secured Bridge Alternate Transaction**"), and in each case one or more alternative debt financings relating to Class B2 Notes change of control backstop or Class B2 Notes refinancing, in each case, has been provided or arranged by another financial institution (but, for the avoidance of doubt, excluding any financing provided or arranged by the relevant Commitment Party or financing provided by the Sponsors or any of their respective affiliates in respect of this Acquisition) in lieu of the Secured Bridge Facility (the "**Secured Bridge Alternate Facilities**"), you agree that unless that Commitment Party has (i) otherwise terminated the Commitment Letter or breached its obligations or otherwise declined to provide the Secured Bridge Facility on the terms and conditions of the Commitment Letter and the Commitment Documents or (ii) been offered the opportunity to provide, place, arrange or underwrite one or more Secured Bridge Alternate Facilities on mutually satisfactory terms and conditions acting in such roles and with not less than the percentage of compensatory economics specified in the Commitment Letter and this letter and has breached its obligations or otherwise declined to

provide any such facilities, then you will pay (or cause to be paid) to such Commitment Party (in its capacity as a Secured Bridge Arranger and Underwriter) an amount equal to 50% of the Secured Bridge Commitment Fee and 50% of the Secured Take-Out Fee (as defined in the HY Engagement Letter) that would otherwise have been payable to that Secured Bridge Arranger (the "**Secured Bridge Alternative Transaction Fee**") on the commitments in respect of the Secured Bridge Facility under the Commitment Letter as of its date (and, for the avoidance of doubt, no other fees shall be payable under or in connection with this letter).

- (e) The "**Initial Bridge Rate**" shall mean LIBOR plus 7.25% per annum; *provided* that, to the extent that LIBOR would be less than zero, such rate will be deemed to be zero. The "**Total Secured Cap**" shall mean 9.25% per annum.

4. **Miscellaneous**

- (a) Notwithstanding any other provisions of this letter, no fees or other amounts shall be payable to the Mandated Lead Arrangers and the Underwriters or any other Commitment Party under or in connection with this letter unless the Closing Date occurs (other than, for the avoidance of doubt, the Secured Bridge Alternative Transaction Fee which shall be payable in accordance with paragraph 3(d) of this letter if completion of that alternative transaction occurs within 12 months of the Original Signing Date and reasonable legal fees and expenses of counsel to the Mandated Lead Arrangers (as approved by you) which shall (subject to a cap agreed between the Mandated Lead Arrangers and you (or the Sponsors) in advance) be reimbursed on the basis set out in paragraph 2(b) of this letter) and no such amounts shall be payable in respect of any amounts which are committed by, allocated to, or otherwise due to, other banks or financial institutions as contemplated by the Commitment Letter or the HY Engagement Letter.
- (b) All fees, costs and expenses to be paid under this letter:
 - (i) shall be paid without any set-off, counterclaim, deduction or withholding including for or on account on tax (a "**Tax Deduction**") unless a Tax Deduction is required by law. If a Tax Deduction is required by law to be made, the amount of the payment due shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required, subject to the relevant Commitment Party providing, on a timely basis, such tax forms or certificates (including tax residence certificates issued by a relevant taxing authorities for purposes of a double taxation treaty) requested by you as it may lawfully provide and as may be required for a Tax Deduction not to apply; and

- (ii) are exclusive of any value added tax or similar charge ("**VAT**"). If VAT is chargeable, the relevant payor shall also and at the same time pay to the recipient of the relevant payment an amount equal to the amount of the VAT.
- (c) Other than as provided above, any obligation to pay the foregoing fees, costs and expenses will not be subject to set-off or counterclaim and any payment shall be non-refundable and non-creditable except as otherwise explicitly set forth in paragraphs 1(a)(ii) and 1(a)(iii). All fees, costs and expenses payable hereunder shall be paid in immediately available funds in the currency of the Bridge/Notes Debt to which such fees, costs and expenses relate.
- (d) This letter and our respective rights hereunder may not be assigned by either party without the prior written consent of the other party and may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto; *provided* that nothing contained in this paragraph shall prohibit any Commitment Party from making an assignment to one or more of its affiliates or sharing any fees, discounts or commissions payable hereunder with its respective affiliates.
- (e) The terms of this letter shall continue in full force and effect after the Secured Bridge Facility Agreement is signed.
- (f) This letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this letter by facsimile transmission shall be effective as delivery of an original executed counterpart hereof.
- (g) The terms of this letter may be enforced or relied upon only by a party to it and the Contracts (Rights of Third Parties) Act 1999 is excluded. Notwithstanding any term of this letter, no consent of a third party is required for any termination or amendment of this letter.
- (h) This letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law. Each of the parties to this letter agrees that the courts of England have exclusive jurisdiction to settle any disputes in connection with this letter and any non-contractual obligation arising out of or in connection with it and each of the parties to this letter accordingly submits to the jurisdiction of the English courts.
- (i) In accordance with paragraph 14(d)(i) of the Commitment Letter, any New Party (the "**Acceding Party**") may accede to this letter by signing the accession signature block set out below in a copy of this letter. Upon its accession to this letter, the Acceding Party will become a party to and an addressee of this letter, and the term "you" or "your" where used in this letter shall include a reference to the Acceding Party (replacing any existing party hereto to the extent so provided in the accession signature block).

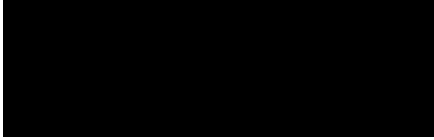
It is acknowledged and agreed by the parties to this letter, that this Fee Letter supersedes and replaces in its entirety any prior versions of this letter previously delivered by any of us to you, including the version of this letter accepted and countersigned by you on the Original Signing Date.

If you are in agreement with the foregoing, please sign and return the enclosed duplicate copy of this letter, whereupon it will become a binding agreement upon our receipt.

Yours faithfully,

Mandated Lead Arranger

BARCLAYS BANK PLC



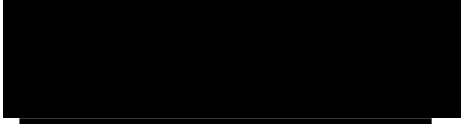
By:

Name: Sinead Harris

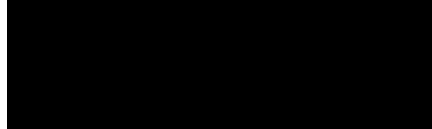
Title: Managing Director

Mandated Lead Arranger

CREDIT SUISSE INTERNATIONAL



By:
Name: Greg Rye
Title: Managing Director



By: mithil vengurlekar
Name: director
Title:

Mandated Lead Arranger

GOLDMAN SACHS INTERNATIONAL



By: [Redacted]

Name:

Title:

**YASMINE BASSILI
MANAGING DIRECTOR**

Mandated Lead Arranger

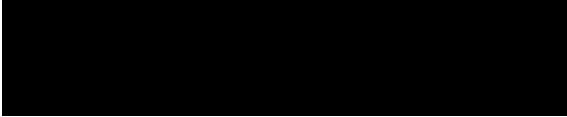
J.P. MORGAN SECURITIES PLC



By: Ryan Dawson
Name: Ryan Dawson
Title: Managing Director

Mandated Lead Arranger

LLOYDS BANK CORPORATE MARKETS PLC



By:

Name: James Brownrigg-Gleeson

Title: Director

Underwriter

BARCLAYS BANK PLC



By:

Name: Sinead Harris

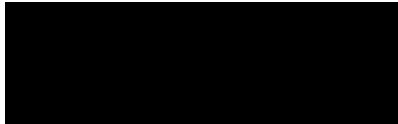
Title: Managing Director

Underwriter

CREDIT SUISSE INTERNATIONAL



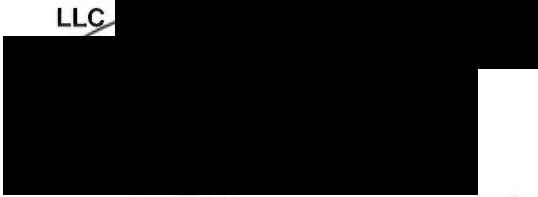
By:
Name: Greg Rye
Title: Managing Director



By:
Name: mithil vengurlekar
Title: director

Underwriter

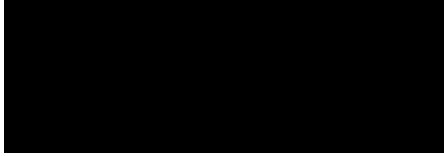
**GOLDMAN SACHS LENDING PARTNERS
LLC**



By: YASMINE BASSILI
Name: MANAGING DIRECTOR
Title:

Underwriter

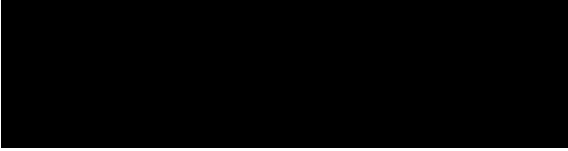
JPMORGAN CHASE BANK, N.A., LONDON BRANCH



By: Robert Botcherby
Name: Vice President
Title:

Underwriter

LLOYDS BANK CORPORATE MARKETS PLC



By:

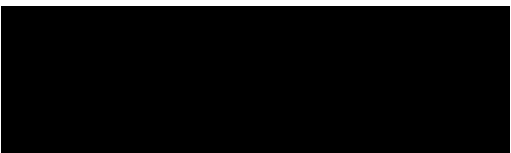
Name: James Brownrigg-Gleeson

Title: Director

Accepted and agreed

For and on behalf of **BASING BIDCO LIMITED**, as “Secured Bridge Borrower”

By:



Name: James O'Gara

Title: Director

Date: December 24, 2020