

To: BASING BIDCO LIMITED (the "**Company**")  
Cc: TowerBrook Capital Partners (U.K.) LLP and Warburg Pincus International LLC  
Attention: Matthew Bashaw, Jeroen Bischops

24 December  
..... 2020

**PROJECT AGASSI – LOAN FEE LETTER**

1. **INTRODUCTION**

- (a) The Commitment Parties party to this letter refer to the Commitment Letter addressed to the Company (or any affiliate thereof) entitled "Project Agassi – Commitment Letter" and dated on or about the date of this letter (the "**Commitment Letter**").
- (b) Terms defined (or given a particular meaning or construction) in a Commitment Document shall have the same meaning or construction when used in this letter, unless otherwise defined or a contrary indication appears.

2. **FEES**

- (a) Subject to the terms of the Commitment Documents and the occurrence of the Closing Date:
  - (i) for the Underwriters with a commitment in respect of the Backstop Facility; in the event the Closing Date occurs, the Borrower will pay (or will cause to be paid) to such Underwriters or to the Facility Agent under the Backstop Facility Agreement, an underwrite fee (the "**Backstop Underwrite Fee**") in an amount equal to 1.00 per cent. of the aggregate principal amount of the Underwrite Commitments of such Underwriters under the Backstop Facility as at the date on which the original commitment letter dated 25 November 2020 addressed to the Company from certain of the Commitment Parties was countersigned by the Company (with such countersignature date being 25 November 2020) (the "**Original Countersignature Date**"), which shall be payable on the Closing Date, provided that on a cancelation or reduction of all or any portion of the Underwrite Commitments in respect of the Backstop Facility and/or (as the case may be) on a repayment or prepayment or all or any portion of the Backstop Facility, in each case within the applicable time periods contemplated in the table below, the Backstop Underwrite Fee in respect of the relevant Underwrite Commitments shall be reduced or (if the Backstop Underwrite Fee is paid) a rebate of the Backstop Underwrite Fee shall be payable by such Underwriters to the Borrower (or the relevant member of the Group which paid the relevant fee), in an amount equal to the applicable percentage of the Backstop Underwrite Fee as set forth in column B of the table below and attributable to the relevant time period as set forth in column A of the table below:

<b>A</b>	<b>B</b>
From the Original Countersignature Date to and including the date falling 30 days thereafter	75%
From and including the date falling 31 days after the Original Countersignature Date to and including the	50%

date falling 60 days after the Original Countersignature Date	
From and including the date falling 61 days after the Original Countersignature Date to and including the date falling 90 days after the Original Countersignature Date	25%

- (ii) for the Underwriters with a commitment in respect of the Backstop Facility which is drawn under the Backstop Facility Agreement on or after the Closing Date; in the event the Backstop Facility is utilised under the Backstop Facility Agreement, the Borrower will pay (or will cause to be paid) to the Facility Agent under the Backstop Facility Agreement, a funding fee (the "**Backstop Funding Fee**") in an amount equal to 0.25 per cent. of the aggregate principal amount of the Underwrite Commitments of such Underwriters under the Backstop Facility drawn under the Backstop Facility Agreement, which shall be payable on the date of utilisation of such amount under the Backstop Facility Agreement;
- (iii) for the Underwriters with a commitment in respect of the Senior Term Facility which is drawn under the Senior Term Facility Agreement on or after the Closing Date; in the event the Senior Term Facility is utilised under the Senior Term Facility Agreement, the Borrower will pay (or will cause to be paid) to the Facility Agent under the Senior Term Facility Agreement, a participation fee (the "**STF Fee**") in an amount equal to 0.50 per cent. of the aggregate principal amount of the Underwrite Commitments of such Underwriters under the Senior Term Facility drawn under the Senior Term Facility Agreement, which shall be payable on the date of utilisation of such amount under the Senior Term Facility Agreement;
- (iv) for the Underwriters with a commitment in respect of the Working Capital Facility which is drawn (or implemented and available to be drawn) under the Working Capital Facility Agreement on or after the Closing Date; in the event the Commencement Date (under and as defined in the Working Capital Facility Agreement) (the "**WCF Commencement Date**") occurs under the Working Capital Facility Agreement, the Borrower will pay (or will cause to be paid) to the Facility Agent under the Working Capital Facility Agreement, a participation fee (the "**WCF Fee**") in an amount equal to 0.50 per cent. of the aggregate principal amount of the Underwrite Commitments of such Underwriters under the Working Capital Facility drawn (or implemented and available to be drawn) under the Working Capital Facility Agreement as at the WCF Commencement Date, which shall be payable on the WCF Commencement Date; and
- (v) for the Underwriters with a commitment in respect of the Liquidity Facility which is drawn (or implemented and available to be drawn) under the Liquidity Facility Agreement on or after the Closing Date; in the event the Commencement Date (under and as defined in the Liquidity Facility Agreement) (the "**LF Commencement Date**") occurs under the Liquidity Facility Agreement, the Borrower will pay (or will cause to be paid) to the Facility Agent under the Liquidity Facility Agreement, a participation fee (the "**LF Fee**") in an amount equal to 0.50 per cent. of the Underwrite Commitments of such Underwriters under the Liquidity Facility drawn (or implemented and available to be drawn) under the Liquidity Facility

Agreement as at the LF Commencement Date, which shall be payable on the LF Commencement Date.

- (b) Notwithstanding anything in this letter or any Commitment Document to the contrary:
- (i) the Backstop Underwrite Fee shall not be due and payable unless the Closing Date has occurred and (unless the Backstop is fully available to be drawn prior to such date) the Acquisition has been settled;
  - (ii) the Backstop Funding Fee shall not be due and payable unless the Closing Date has occurred and the Backstop Facility is utilised;
  - (iii) the STF Fee shall not be due or payable unless the Closing Date has occurred and the Senior Term Facility is utilised;
  - (iv) the WCF Fee shall not be due or payable unless the Closing Date has occurred and the WCF Commencement Date has occurred; and
  - (v) the LF Fee shall not be due or payable unless the Closing Date has occurred and the LF Commencement Date has occurred.

### 3. MISCELLANEOUS

- (a) With the prior written agreement of the Borrower (or as specified in a Utilisation Request) the Backstop Underwrite Fee, the Backstop Funding Fee, the STF Fee, WCF Fee and/or LF Fee (as applicable) may be deducted from the proceeds of utilisation under the Backstop Facility Agreement, the Senior Term Facility Agreement, Working Capital Facility Agreement and/or Liquidity Facility Agreement (as applicable) in satisfaction of (and as a valid discharge of) an obligation to pay any such fee.
- (b) Notwithstanding anything in this letter or any Commitment Document to the contrary:
- (i) no Backstop Underwrite Fee or Backstop Funding Fee shall be payable in respect of, or be calculated by reference to, any Reallocated STF Commitments; and
  - (ii) the Borrowers and the Group shall not have any obligations nor any liability in respect of any amount of any fees in respect of (and any fees shall be calculated excluding) any amount of the Facilities in excess of the aggregate principal amount of the Underwrite Commitments in respect of such Facility underwritten by the Underwriters (as applicable) as at the date of this letter,
- and this letter shall be interpreted and construed accordingly.
- (c) This letter may not be amended except in writing signed by each of the parties to this letter or as otherwise contemplated by the Commitment Letter.
- (d) Other than the Borrower, a person who is not party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any terms of this letter.
- (e) 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. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this letter (including a dispute relating to the existence, validity or termination of this letter or any non-contractual obligation arising out of or in connection with this letter) (a "**Dispute**"). The parties to this letter agree that the courts

of England are the most appropriate and convenient courts to settle Disputes and accordingly no party to this letter will argue to the contrary.

- (f) It is acknowledged and agreed by the parties to this letter, that this 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 November 25, 2020.

Yours faithfully

**BANCO SANTANDER, S.A., LONDON BRANCH as  
Mandated Lead Arranger**

.....  
By: 

Name: Matthew Thomas

Title: Executive Director

.....  
By: 

Name: David Navalon

Title: Vice President

**BARCLAYS BANK PLC as Mandated Lead Arranger**



By:

Name: Sinead Harris

Title: Managing Director

**BNP PARIBAS, LONDON BRANCH as Mandated Lead  
Arranger**

[Redacted]

By:

Name: David Phillips

Title: Managing Director, UK Corporate Coverage

[Redacted]

By:

Name: Simon Gates

Title: UK Head of Corporate Coverage

**CITIBANK N.A., LONDON BRANCH as Mandated Lead Arranger**



By:

Name: VALENTINA CICEPONE

Title: DIRECTOR



**CREDIT SUISSE INTERNATIONAL as Mandated Lead Arranger**



By:

Name: Greg Rye

Title: Managing Director



By:

mithil vengurlekar  
director

Name:

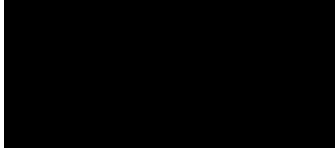
Title:

**GOLDMAN SACHS INTERNATIONAL as Mandated Lead  
Arranger**

[REDACTED]

YASMINE BASSILI  
MANAGING DIRECTOR

**J.P. MORGAN SECURITIES PLC as Mandated Lead  
Arranger**



By: Ryan Dawson

Name: Ryan Dawson

Title: Managing Director

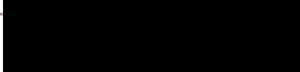
**LLOYDS BANK CORPORATE MARKETS PLC as  
Mandated Lead Arranger**


  
By: 

Name: James Brownrigg-Gleeson

Title: Director

**BANCO SANTANDER, S.A., LONDON BRANCH as  
Underwriter**

.....  
By:   
Name: Matthew Thomas  
Title: Executive Director

.....  
By:   
Name: David Navalon  
Title: Vice President

**BARCLAYS BANK PLC as Underwriter**



By:

Name: Sinead Harris

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**BNP PARIBAS, LONDON BRANCH as Underwriter**



By:

Name: David Phillips

Title: Managing Director, UK Corporate Coverage

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By:

Name:

Title:

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By:

Name:

Title:

  
By:

Name: Simon Gates

Title: UK Head of Corporate Coverage



**CITIBANK N.A., LONDON BRANCH as  
Underwriter**



Name: VALENTINA CUCERONE

Title: DIRECTOR

**CREDIT SUISSE INTERNATIONAL as Underwriter**

[Redacted]

By:

Name: Greg Rye

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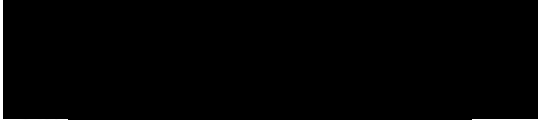
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By:

Name: mithil vengurlekar  
director

Title:

**GOLDMAN SACHS LENDING PARTNERS LLC as Underwriter**



By:

Name:

Title:

**YASMINE BASSILI  
MANAGING DIRECTOR**

**JPMORGAN CHASE BANK, N.A., LONDON BRANCH as  
Underwriter**

.....  
By: 

Name: Robert Botcherby  
Vice President

Title:

**LLOYDS BANK CORPORATE MARKETS PLC as  
Underwriter**

By: 

Name: James Brownrigg-Gleeson

Title: Director

Accepted and agreed for and on behalf of:

BASING BIDCO LIMITED

By: 

Dated: 24 December 2020 .....