

To: Cretaceous Bidco Limited (“**Bidco**”)  
11th Floor  
200 Aldersgate Street  
London EC1A 4HD  
England

Attention: The Directors

\_\_\_\_\_16 May\_\_\_\_\_ 2022

Ladies and Gentlemen:

**Project Cretaceous – Acquisition Bridge and Backstop Facilities - Fee Letter**

This letter is delivered to you in connection with the commitment letter dated the date hereof (the “**Commitment Letter**”) between the undersigned and you regarding the certain credit facility to be made available for the purpose of financing and in connection with the proposed Acquisition. Unless otherwise defined herein, capitalised terms shall have the same meanings as set forth in the Commitment Letter. This letter is the Fee Letter.

In connection with, and in consideration of the agreements contained in, the Commitment Letter, you agree with us as follows:

***Bridge Facility – Acquisition Tranche***

1. **Commitment Fee:** You will pay (or cause a member of the Group to pay) to the Facility Agent (for the account of the Underwriters as of the First Utilisation Date) a commitment fee equal to 0.75% of the aggregate committed amount of the Acquisition Tranche as of the First Utilisation Date. Such fee shall become due and payable on the First Utilisation Date.
2. **Structuring Fee:** You will pay (or cause a member of the Group to pay) to the Facility Agent (for the account of the Underwriters as of the First Utilisation Date) a structuring fee equal to 0.75% of the aggregate committed amount of the Acquisition Tranche as of the First Utilisation Date. Such fee shall become due and payable on the First Utilisation Date.
3. **Funding Fee:** You will pay (or cause a member of the Group to pay) to the Facility Agent (for the account of the Underwriters as of the First Utilisation Date) in the event that, and to the extent that, the Borrower borrows under the Acquisition Tranche, a funding fee equal to 0.50% of the principal amount of the Bridge Loans (as defined in the Bridge Term Sheet) actually borrowed under the Acquisition Tranche, payable at the time of each borrowing (in respect of the Bridge Loans borrowed under the Acquisition Tranche at such time).

Unless otherwise agreed between us, the fees specified in paragraphs 1, 2 and 3 above shall be paid in immediately available funds in Sterling. You irrevocably authorise us to deduct the fees payable under

paragraphs 1, 2 and 3 above on the First Utilisation Date from the proceeds of the first drawdown under the Acquisition Tranche (in each case unless any such fee has already been paid).

To the extent any fees are paid to you by the Target in connection with a Pushdown (as defined in the Bridge Term Sheet) (the “**Target Fees**”) which duplicate any fees paid by you under paragraphs 1, 2 and 3 above, we agree that such Target Fees shall be immediately paid to you by the Target as a rebate of the fees originally paid by you under paragraphs 1, 2 and 3 above.

***Bridge Facility – Refinancing Tranche (EUR)***

4. **Commitment Fee:** You will pay (or cause a member of the Group to pay) to the Facility Agent (for the account of the Underwriters as of the First Utilisation Date) a commitment fee equal to 0.75% of the aggregate committed amount of the Refinancing Tranche (EUR) as of the First Utilisation Date. Such fee shall become due and payable on the First Utilisation Date.
5. **Structuring Fee:** You will pay (or cause a member of the Group to pay) to the Facility Agent (for the account of the Underwriters as of the First Utilisation Date) a structuring fee equal to 0.75% of the aggregate committed amount of the Refinancing Tranche (EUR) as of the First Utilisation Date. Such fee shall become due and payable on the First Utilisation Date.
6. **Funding Fee:** You will pay (or cause a member of the Group to pay) to the Facility Agent (for the account of the Underwriters as of the First Utilisation Date) in the event that, and to the extent that, the Borrower borrows under the Refinancing Tranche (EUR), a funding fee equal to 0.50% of the principal amount of the Bridge Loans (as defined in the Bridge Term Sheet) actually borrowed under the Refinancing Tranche (EUR), payable at the time of each borrowing (in respect of the Bridge Loans borrowed under the Refinancing Tranche (EUR) at such time).

Unless otherwise agreed between us, the fees specified in paragraphs 4, 5 and 6 above shall be paid in immediately available funds in Euros to the account details notified to you by us by no later than the date falling 5 Business Days prior to the First Utilisation Date.

***Bridge Facility – Refinancing Tranche (USD)***

7. **Commitment Fee:** You will pay (or cause a member of the Group to pay) to the Facility Agent (for the account of the Underwriters as of the First Utilisation Date) a commitment fee equal to 0.75% of the aggregate committed amount of the Refinancing Tranche (USD) as of the First Utilisation Date. Such fee shall become due and payable on the First Utilisation Date.
8. **Structuring Fee:** You will pay (or cause a member of the Group to pay) to the Facility Agent (for the account of the Underwriters as of the First Utilisation Date) a structuring fee equal to 0.75% of the aggregate committed amount of the Refinancing Tranche (USD) as of the First Utilisation Date. Such fee shall become due and payable on the First Utilisation Date.
9. **Funding Fee:** You will pay (or cause a member of the Group to pay) to the Facility Agent (for the account of the Underwriters as of the First Utilisation Date) in the event that, and to the extent that, the Borrower borrows under the Refinancing Tranche (USD), a funding fee equal to 0.50% of the principal amount of the Bridge Loans (as defined in the Bridge Term Sheet) actually borrowed under the Refinancing Tranche (USD), payable at the time of each borrowing (in respect of the Bridge Loans borrowed under the Refinancing Tranche (USD) at such time).

Unless otherwise agreed between us, the fees specified in paragraphs 7, 8 and 9 above shall be paid in immediately available funds in US Dollars to the account details notified to you by us by no later than the date falling 5 Business Days prior to the First Utilisation Date.

***Take-out Fees***

10. **Base Takeout Fee:** You will pay (or cause a member of the Group to pay) to each Arranger a takeout fee in an amount equal to 0.75% of the principal amount of Bridge Loans held by such Arranger (or its lending affiliate) that are directly refinanced prior to the Final Maturity Date (or, in the case of Acquisition Tranche B, the Initial Maturity Date) with the proceeds of any indebtedness incurred by any member of the Group. Such fee shall become due and payable on the date on which the relevant refinancing occurs.
11. **Discretionary Takeout Fee:** To the extent you notify us in writing in your sole discretion that such fee will be payable, you will pay (or cause a member of the Group to pay) to each Arranger a discretionary takeout fee in an amount equal to 0.25% of the principal amount of Bridge Loans held by such Arranger (or its lending affiliate) that are directly refinanced prior to the Final Maturity Date (or, in the case of Acquisition Tranche B, the Initial Maturity Date) with the proceeds of any indebtedness incurred by any member of the Group. Such fee shall become due and payable on the date on which the relevant refinancing occurs.

Unless otherwise agreed between us, the fees specified in paragraphs 10 and 11 above shall be paid in immediately available funds in Euros (or, in respect of any portion of such fees which is used to directly refinance the Refinancing Tranche (USD), US Dollars) to the account details notified to you by us by no later than the date falling 5 Business Days prior to the due date for payment.

***Agency Fees***

12. You will cause the Group to:
  - (a) pay to the Facility Agent (for its own account) a non-refundable agency fee in an amount per annum to be agreed with the Facility Agent, such fee to be payable annually in advance (with the first payment due on the First Utilisation Date) until the Bridge Facility terminates, subject to refund on a *pro temporis* basis if the Bridge Facility is prepaid in full; and
  - (b) pay to the Security Agent (for its own account) a non-refundable agency fee in an amount per annum to be agreed with the Security Agent, such fee to be payable annually in advance (with the first payment due on the First Utilisation Date) until the Bridge Facility terminates, subject to refund on a *pro temporis* basis if the Bridge Facility is prepaid in full.

No such fees shall be payable in the event that there is no drawdown under the Bridge Facility.

***Backstop RCF Transfer***

13. **Commitment Fee:** You will pay (or cause a member of the Group to pay) to the Facility Agent (for the account of the Underwriters as of the First Utilisation Date) a commitment fee equal to 0.25% of the aggregate committed amount of the Transfer Limit of each Underwriter as of the First Utilisation Date. Such fee shall become due and payable on the First Utilisation Date.

14. **Upfront Fee:** You will pay (or cause a member of the Group to pay) to the Facility Agent (for the account of the Underwriters as of the First Utilisation Date) an upfront fee equal to 0.75% of the principal amount of the Transfer Limit actually assumed by each Underwriter pursuant to a Transfer on the date on which that Transfer becomes effective. Such fee shall become due and payable on the effective date of the relevant Transfer.

Unless otherwise agreed between us, the fees specified in paragraphs 13 and 14 above shall be paid in immediately available funds in Euros to the account details notified to you by us by no later than the date falling 5 Business Days prior to the First Utilisation Date.

***Backstop L/C Facility***

15. **Commitment Fee:** You will pay (or cause a member of the Group to pay) to the Facility Agent (for the account of the Underwriters with a commitment in respect of the Backstop L/C Facility as of the First Utilisation Date) a commitment fee equal to 0.25% of the aggregate committed amount of the Backstop L/C Facility as of the First Utilisation Date. Such fee shall become due and payable on the First Utilisation Date.
16. **Upfront Fee:** You will pay (or cause a member of the Group to pay) to the Facility Agent (for the account of the Underwriters with a commitment in respect of the Backstop L/C Facility as of the First Utilisation Date) an upfront fee equal to 0.75% of the principal amount actually utilised or available to be utilised under the Backstop L/C Facility as at the first utilisation date under the Backstop L/C Facility Agreement (including by way of utilising any Upsize Application amount under any Existing Letter of Credit Facility Agreement). Such fee shall become due and payable on that first utilisation date.

Unless otherwise agreed between us, the fees specified in paragraphs 15 and 16 above shall be paid in immediately available funds in Euros to the account details notified to you by us by no later than the date falling 5 Business Days prior to the First Utilisation Date.

17. **Agency/Issuing Bank Fees:** You will cause the Group to:
- (a) pay to the L/C Facility Agent (for its own account) a non-refundable agency fee in an amount per annum to be agreed with the L/C Facility Agent, such fee to be payable annually in advance (with the first payment due on the date of first borrowing under the Backstop L/C Facility) until the Backstop L/C Facility terminates, subject to refund on a *pro temporis* basis if the Backstop L/C Facility is prepaid in full; and
  - (b) pay to the Issuing Bank (for its own account) a non-refundable issuing bank fee in an amount per annum to be agreed with the Issuing Agent, such fee to be payable annually in advance (with the first payment due on the first date on which a letter of credit is issued under the Backstop L/C Facility) until the Backstop L/C Facility terminates, subject to refund on a *pro temporis* basis if the Backstop L/C Facility is prepaid in full.

No such fees shall be payable in the event that there is no drawdown under the Backstop L/C Facility.

***General***

**PRIVATE & CONFIDENTIAL  
EXECUTION VERSION**

15. **Legal Fees:** You will cause the Group to pay within a reasonable period after demand (accompanied by such details as to the work done, hours worked, charge-out rates and persons involved as you and the Sponsor shall reasonably require) the reasonable fees (together with all reasonable expenses, disbursements and VAT (if applicable) relating thereto) of legal counsel in each applicable jurisdiction acceptable to the Arrangers and the Sponsor to act for the Documentation Agent in relation to the Commitment Letter, the Term Sheets, the Finance Documents, the conditions precedent thereto and the transactions referred to therein (in each case subject to caps to be agreed separately). Subject to any termination arrangements agreed between us, no such fees and expenses shall be payable in the event that there is no drawdown under the Bridge Facility.

Other than as provided above, any obligation to pay the foregoing fees, costs and expenses will not be subject to set-off or counterclaim.

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. This letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and the parties to this letter hereby submit to the non-exclusive jurisdiction of the English courts.

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.

If you are in agreement with the foregoing, please sign and return the enclosed duplicate copy of this letter.

Yours faithfully,

**The Arrangers**

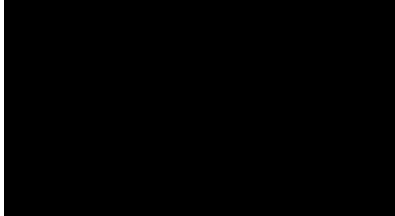
For and on behalf of

**BNP PARIBAS**

By:

Name:

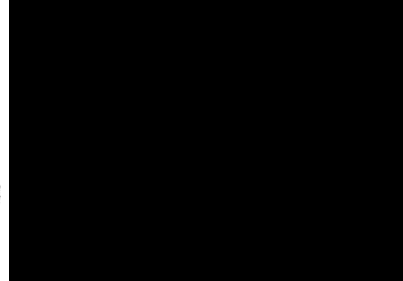
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**The Arrangers**

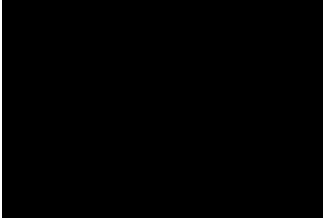
For and on behalf of

**CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

By:

Name:

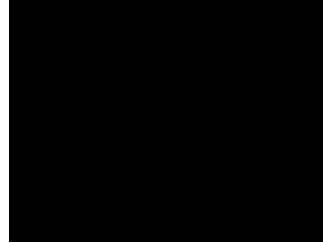
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**The Arrangers**

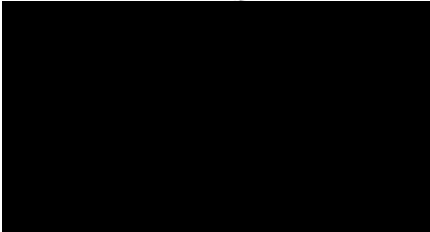
For and on behalf of

**HSBC BANK PLC**

By:

Name:

Title:





**The Arrangers**

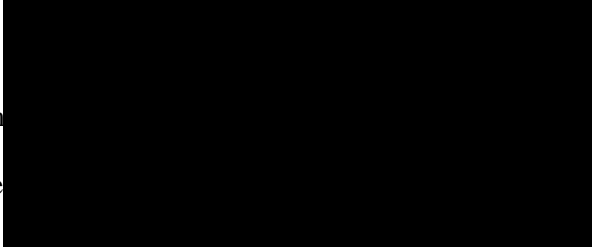
For and on behalf of

**J.P. MORGAN SECURITIES PLC**

By:

Name

Title



**The Underwriters**

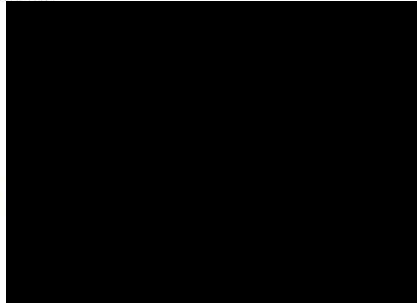
For and on behalf of

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Title:



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Title:



**The Underwriters**

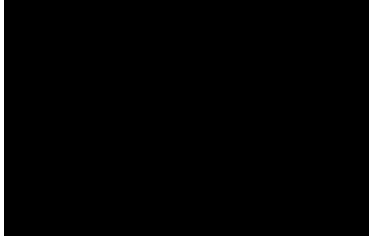
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**CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

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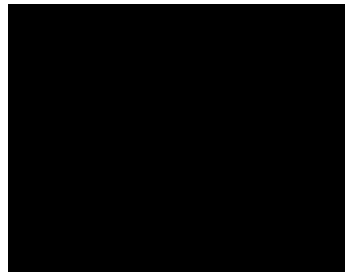
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**The Underwriters**

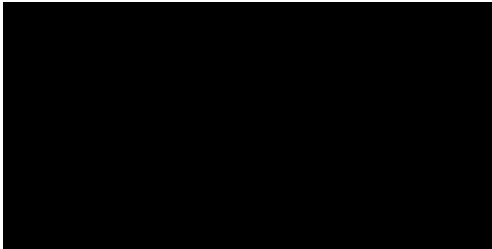
For and on behalf of

**HSBC BANK PLC**

By:

Name:

Title:



**The Underwriters**

For and on behalf of

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

By

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**Accepted and agreed**

For and on behalf of

**CRETACEOUS BIDCO LIMITED**

By:

Name:

Date:

