

**PRIVATE AND CONFIDENTIAL
EXECUTION VERSION**

To: Cretaceous Bidco Limited
11th Floor 200 Aldersgate Street, London,
United Kingdom,
EC1A 4HD

Attention: The Directors

16 May 2022

Dear Sirs,

We refer to the interim facilities agreement (the **Interim Facilities Agreement**) dated on or about the date of this letter and entered into between, amongst others, BNP Paribas as Interim Facility Agent, the Original Interim Lenders named therein and Holdco.

Unless otherwise defined herein, capitalised terms shall have the same meanings as set forth in the Interim Facilities Agreement. In connection with, and in consideration of the agreements contained in, the Interim Facilities Agreement, you agree with us that:

Interim Term A Facility Fees

- (a) **Commitment Fee:** you will (or will cause your Subsidiaries to) pay to the Interim Facility Agent (for the account of the Original Interim Lenders) a commitment fee equal to 0.75% of the Interim Term A Commitments held by the Original Interim Lenders as of the First Utilisation Date. Such fee shall become due and payable on the first utilisation date under the Interim Term A Facility (the **First Utilisation Date**).
- (b) **Structuring Fee:** you will (or will cause your Subsidiaries to) pay to the Interim Facility Agent (for the account of the Original Interim Lenders) a structuring fee equal to 0.75% of the Interim Term A Commitments held by the Original Interim Lenders as of the First Utilisation Date. Such fee shall become due and payable on the First Utilisation Date.
- (c) **Funding Fee:** you will (or will cause your Subsidiaries to) pay to the Interim Facility Agent (for the account of the Original Interim Lenders) in the event that, and to the extent that, the Borrower borrows under the Interim Term A Facility, a funding fee equal to 0.50% of the principal amount of the relevant Interim Term A Loan actually borrowed under the Interim Term A Facility, payable at the time of each borrowing (in respect of the Interim Term A Loans borrowed under the Interim Term A Facility at such time).

Unless otherwise agreed between us, the fees specified in paragraphs (a), (b) and (c) above shall be paid in immediately available funds in Sterling. You irrevocably authorise us to deduct the fees payable under paragraphs (a), (b) and (c) above on the First Utilisation Date from the proceeds of the first drawdown of any Interim Term A Loans (in each case unless any such fee has already been paid).

Interim Term B1 Facility Fees

- (d) **Commitment Fee:** you will (or will cause your Subsidiaries to) pay to the Interim Facility Agent (for the account of the Original Interim Lenders) a commitment fee equal to 0.75% of the Interim

Term B1 Commitments held by the Original Interim Lenders as of the First Utilisation Date. Such fee shall become due and payable on the First Utilisation Date.

- (e) **Structuring Fee:** you will (or will cause your Subsidiaries to) pay to the Interim Facility Agent (for the account of the Original Interim Lenders) a structuring fee equal to 0.75% of the Interim Term B1 Commitments held by the Original Interim Lenders as of the First Utilisation Date. Such fee shall become due and payable on the First Utilisation Date.
- (f) **Funding Fee:** you will (or will cause your Subsidiaries to) pay to the Interim Facility Agent (for the account of the Original Interim Lenders) in the event that, and to the extent that, the Borrower borrows under the Interim Term B1 Facility, a funding fee equal to 0.50% of the principal amount of the relevant Interim Term B1 Loan actually borrowed under the Interim Term B1 Facility, payable at the time of each borrowing (in respect of the Interim Term B1 Loans borrowed under the Interim Term B1 Facility at such time).

Unless otherwise agreed between us, the fees specified in paragraphs (d), (e) and (f) 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.

Interim Term B2 Facility Fees

- (g) **Commitment Fee:** you will (or will cause your Subsidiaries to) pay to the Interim Facility Agent (for the account of the Original Interim Lenders) a commitment fee equal to 0.75% of the Interim Term B2 Commitments held by the Original Interim Lenders as of the First Utilisation Date. Such fee shall become due and payable on the First Utilisation Date.
- (h) **Structuring Fee:** you will (or will cause your Subsidiaries to) pay to the Interim Facility Agent (for the account of the Original Interim Lenders) a structuring fee equal to 0.75% of the Interim Term B2 Commitments held by the Original Interim Lenders as of the First Utilisation Date. Such fee shall become due and payable on the First Utilisation Date.
- (i) **Funding Fee:** you will (or will cause your Subsidiaries to) pay to the Interim Facility Agent (for the account of the Original Interim Lenders) in the event that, and to the extent that, the Borrower borrows under the Interim Term B2 Facility, a funding fee equal to 0.50% of the principal amount of the relevant Interim Term B2 Loan actually borrowed under the Interim Term B2 Facility, payable at the time of each borrowing (in respect of the Interim Term B2 Loans borrowed under the Interim Term B2 Facility at such time).

Unless otherwise agreed between us, the fees specified in paragraphs (g), (h) and (i) 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.

The aggregate amount of all commitment, underwriting and funding fees paid to the Original Interim Lenders in respect of any Interim Facilities will be rebated by the Original Interim Lenders in the event that such Interim Facilities are repaid (directly or indirectly) with the proceeds of a drawdown under the Debt Facilities or any other financing arranged, underwritten or provided by any of the Interim Finance Parties and/or their Affiliates, such rebate to be effected by way of a deduction from the fees payable to the Interim Finance Parties and/or their Affiliates in respect of the Debt Facilities or such alternative financing.

No commitment, underwriting and funding fees shall be payable under this letter in the event that there is no drawdown under the Interim Facilities Agreement.

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

This letter and our respective rights hereunder may not be assigned by any party without the prior written consent of the other parties 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.

This letter is an Interim Document and is the Fee Letter referred to in the Interim Facilities Agreement.

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

Yours faithfully,

The Original Interim Lenders

For and on behalf of

BNP PARIBAS FORTIS SA/NV

By:

Name:

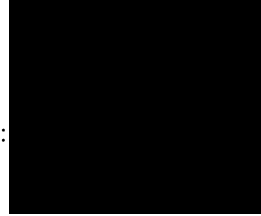
Title:



By:

Name:

Title:



The Original Interim Lenders

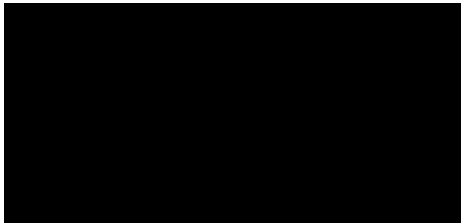
For and on behalf of

BNP PARIBAS

By:

Name:

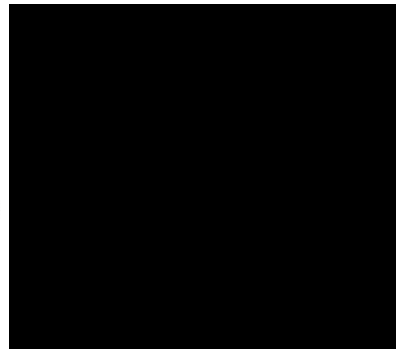
Title:



By:

Name:

Title:



The Original Interim Lenders

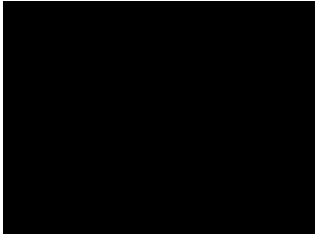
For and on behalf of

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK

By:

Name:

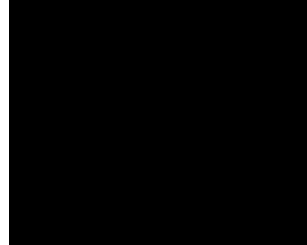
Title:



By:

Name:

Title:



The Original Interim Lenders

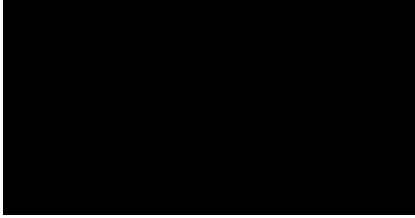
For and on behalf of

HSBC BANK PLC

By:

Name:

Title:



Accepted and agreed

For and on behalf of

Cretaceous Bidco Limited

By:

Name:

Date:

