

Project Aida

Bridge Facilities Fee Letter

18 January 2021

From each party identified on the signature pages hereto as an "Arranger" (each an **Arranger** and together, the **Arrangers, we, us**)

To Cidron Aida BidCo Limited
(**you**)

18 January 2021

Dear Sir / Madam

PROJECT AIDA – BRIDGE FACILITIES FEE LETTER

We refer to the commitment letter (the **Commitment Letter**) dated on or about the date of this letter from us to you. This is the **Bridge Facilities Fee Letter** referred to in the Commitment Letter. Unless otherwise defined herein, capitalized terms shall have the same meanings as set forth in the Commitment Letter and/or the Bridge Facilities Term Sheet, as applicable.

1. Interim Bridge Facilities Fees

- (a) If the Interim Bridge Facilities are utilized, as consideration for the commitments (the **Interim Bridge Facilities Commitments**) and agreements of the Arrangers under the Commitment Letter with respect to the Interim Bridge Facilities, you agree to pay, or will cause to be paid to the Arrangers (or to any such Arranger's designated affiliate), (i) 100% of the Bridge Funding Fee (as defined below and assuming that the Bridge Facilities are funded to the same extent as the Interim Bridge Facilities) that would be payable hereunder in respect of the Bridge Facilities (the **Interim Funding Fee**) (which, for the avoidance of doubt, shall be subject to the same credit as that which would have been applicable to the Bridge Funding Fee upon the repayment of all or any portion of the Bridge Facilities funded with the proceeds of a Permanent Financing (as defined in the HY Engagement Letter) within the time periods and on the same terms as set forth in this Bridge Facilities Fee Letter) and (ii) a commitment fee relating to the Interim Bridge Facilities equal to 100% of the Commitment Fee (as defined below) payable hereunder in respect of the Bridge Facilities (the **Interim Commitment Fee** and, together with the Interim Funding Fee, the **Interim Fees**). The Interim Funding Fee shall be split between the Arrangers *pro rata* to their (or their Underwriter or designated affiliates') Interim Bridge Facilities Commitments funded on the Initial Closing Date and the Interim Commitment Fee shall be split between the Arrangers *pro rata* to their (or their Underwriter or designated affiliates') Interim Bridge Facilities Commitments as of the date the Commitment Letter was countersigned by you.
- (b) The Interim Fees shall be payable on the Initial Closing Date but only if and to the extent that utilization of the Interim Bridge Facilities occurs.
- (c) If the Interim Fees are paid in accordance with this paragraph, the aggregate of the fees payable under, or in connection with, the Bridge Facilities shall be reduced correspondingly such that there shall be no obligation to pay either the Bridge Funding Fee or the Bridge Commitment Fee once the Bridge Facilities Agreement is entered into and/or Permanent Financing are issued or incurred, and the Interim Bridge Facilities are refinanced (though for the avoidance of doubt, the reduction of fees payable in connection with an issuance or incurrence of Permanent Financing (without double counting) within the time periods set forth in this Bridge Facilities Fee Letter shall continue to apply after the Interim Bridge Facilities have been refinanced by the Bridge Facilities). As such, there shall be no double-counting of fees payable in connection with the Interim Bridge Facilities, on the one hand, and the fees payable in connection with the Bridge Facilities and/or any Permanent Financing, on the other hand.

2. Bridge Facilities Fees

- (a) In connection with and in consideration of the Arrangers arranging and the Underwriters underwriting the Bridge Facilities in the amounts set out in the Commitment Letter as

such amounts may be modified as set forth therein, you shall pay, or procure that there is paid:

- (i) to the Arrangers (or to any such Arranger’s designated affiliate), in the event that, and to the extent that, you borrow under the Bridge Facilities or issue or incur Permanent Financing in which such Arrangers have participated on or before the Initial Closing Date, a commitment fee (the **Bridge Commitment Fee**) in an amount equal to 1.25% of the gross proceeds of the Bridge Loans actually borrowed or Permanent Financing issued or incurred, and which shall be split between the Arrangers *pro rata* to their (or their Underwriter or designated affiliates’) respective commitments under the Commitment Letter in respect of the Bridge Facilities as of the date the Commitment Letter was countersigned by you, payable on the Initial Closing Date; **provided** that the Bridge Commitment Fee shall not be payable to an Arranger in the event such Arranger is unable or unwilling (other than (i) as a result of a breach of any material provision of the Commitment Documents by you, (ii) as a result of the non-fulfillment of any conditions by you under the Commitment Letter or the Bridge Facilities Agreement or (iii) to the extent the proceeds of any Permanent Financing are used to finance the Transactions) to fund the Bridge Facilities as required under the Commitment Letter in connection with the Acquisition (whether or not the Initial Closing Date has subsequently occurred).

- (ii) to the Arrangers (or to any such Arranger’s designated affiliate), in the event that, and to the extent that, you borrow under the Bridge Facilities, a funding fee (the **Bridge Funding Fee**) in an amount equal to 1.25% of the gross proceeds of the Bridge Loans actually borrowed, payable at the time of the borrowing, and which shall be split between the Arrangers *pro rata* to their (or their Underwriter or designated affiliates’) respective commitments under the Commitment Letter in respect of the Bridge Facilities as of the Initial Closing Date; **provided** that on a prepayment of all or any portion of the Bridge Facilities within the time periods set forth in Column A below funded with the proceeds of an issuance or incurrence of Permanent Financing in which an Arranger (or one or more of its designated affiliates or branch offices) has acted in the roles specified and received the fees provided for in the HY Engagement Letter, such Arranger agrees to credit against any fees payable to such Arranger (or one or more of its designated affiliates or branch offices) in connection with such issuance or incurrence of Permanent Financing, whether by set-off against any fees to be paid under the HY Engagement Letter or otherwise, an amount equal to the percentage of the total Bridge Funding Fee set forth in Column B below paid to such Arranger (or one or more of its designated affiliates or branch offices) and attributable to the Bridge Loans prepaid opposite the relevant time period in Column A:

A	B
From the Initial Closing Date to and including the date falling 45 days after the Initial Closing Date	100%
From and including the date falling 46 days after the Initial Closing Date to and including the date falling 90 days after the Initial Closing Date	75%
From and including the date falling 91 days after the Initial Closing Date to and including the date falling 180 days after the Initial Closing Date	50%

From and including the date falling 181 days after the Initial Closing Date to and including the date falling 270 days after the Initial Closing Date	25%
From and including the date falling 271 days after the Initial Closing Date	0%

- (iii) to the Bridge Lenders (or to any such Bridge Lender's designated affiliate) *pro rata* to their respective participations under the then-outstanding Bridge Loans, if the Conversion Date occurs (or is deemed to have occurred upon a Demand Failure Event (as defined below)), a non-refundable rollover fee (the **Rollover Fee**) equal to 1.50% of the aggregate principal amount of Bridge Loans outstanding on the Conversion Date payable on the Conversion Date **provided** that in the event that the Extended Term Loans and/or Exchange Notes are repaid or redeemed within the time periods set forth in Column A below funded with the proceeds of an issuance or incurrence of Permanent Financing in which a Bridge Lender (or one or more of its designated affiliates or branch offices) has acted in the roles specified and received the fees provided for in the HY Engagement Letter, such Bridge Lender agrees to credit against any fees payable to such Bridge Lender (or one or more of its designated affiliates or branch offices) in connection with such issuance or incurrence of Permanent Financing, whether by set-off against any fees to be paid under the HY Engagement Letter or otherwise, an amount equal to the percentage of the total Rollover Fee set forth in Column B below paid to such Bridge Lender (or one or more of its designated affiliates or branch offices) and attributable to the Extended Term Loans and/or Exchange Notes prepaid opposite the relevant time period in Column A:

A	B
From the Conversion Date to and including the date falling 45 days after the Conversion Date	100%
From and including the date falling 46 days after the Conversion Date to and including the date falling 90 days after the Conversion Date	75%
From and including the date falling 91 days after the Conversion Date to and including the date falling 180 days after the Conversion Date	50%
From and including the date falling 181 days after the Conversion Date to and including the date falling 270 days after the Conversion Date	25%
From and including the date falling 271 days after the Conversion Date	0%

- (b) No fees shall be payable unless and until the Initial Closing Date occurs.

3. Expenses

- (a) Subject to the Initial Closing Date occurring, you will reimburse (or procure that another member of the Group reimburses) the Arrangers for all reasonable, documented and properly incurred third-party costs and out-of-pocket expenses incurred by them in connection with the negotiation and execution of the definitive documentation for the Bridge Facilities, subject to an amount to be separately agreed between you and the Arrangers.
- (b) Irrespective of the Initial Closing Date occurring, the portion of the costs and expenses described under clause 3(a) above which relates to reasonable, documented and properly incurred legal expenses and costs of counsel to the Arrangers (as approved by you) in connection with the negotiation and execution of the Commitment Documents and the Finance Documents shall, up to an amount to be separately agreed between the Arrangers and you (or on your behalf), be reimbursed by you (or on your behalf); **provided** that irrespective of the Initial Closing Date occurring, you will not be required to pay legal expenses and costs of counsel to the Arrangers in connection with the negotiation and execution of the commitment documents in respect of the staple financing package initiated by the vendor.

4. Initial Margins and Caps

The **(EUR) Initial Margin** shall be 475 basis points per annum and the **(GBP) Initial Margin** shall be 575 basis points per annum.

It is agreed that notwithstanding anything to the contrary set forth in the Commitment Documents, at no time, other than in connection with the payment of default interest (and in such case, only to the extent of such default interest), shall the weighted average effective total yield per annum (including original issue discount (**OID**) as yield to maturity on a three-year basis) on:

- (a) any then-outstanding Bridge Loans (EUR) (assuming solely for purposes of such calculations that all Bridge Loans (EUR) have an effective yield per annum equal to the Cap (EUR)), Extended Term Loans (EUR), Exchange Notes (EUR) and Permanent Financing (EUR) substituted for any of the foregoing exceed ██████ (the **Cap (EUR)**); and
- (b) any then-outstanding Bridge Loans (GBP) (assuming solely for purposes of such calculations that all Bridge Loans (GBP) have an effective yield per annum equal to the Cap (GBP)), Extended Term Loans (GBP), Exchange Notes (GBP) and Permanent Financing (GBP) substituted for any of the foregoing exceed ██████ (the **Cap (GBP)**) and, each of the Cap (EUR) and the Cap (GBP), a **Cap**;

provided, in each case, that notwithstanding the foregoing, at no time shall the weighted average effective total yield per annum (including the payment of default interest) exceed the highest applicable interest rate permitted by law.

5. Securities Demand

- (a) The Arrangers (which for this purpose shall be deemed to include any Additional Commitment Parties in respect of the Bridge Facilities) (together with their respective Underwriter affiliates) that committed for more than 50% of the outstanding Bridge Loans (the **Majority Arrangers**), acting together, shall have the right, from time to time at any time on or after the 45th day following the Initial Closing Date and ending five (5) Business Days before the Initial Maturity Date, upon written notice (a **Debt Securities Notice**) by the Majority Arrangers, to require FinCo to undertake a bona fide issuance of Permanent Securities (as defined in the HY Engagement Letter) (the **Notes Demand Financing**) in respect of which at least a majority of the aggregate principal amount of such Permanent Securities is to be placed, immediately following their issuance, with bona fide third party investors (including Asset Management Affiliates) that are not the

Arrangers or affiliates of the Arrangers (such investors, **Third Party Investors**) that will yield net proceeds in an aggregate amount no greater than an amount sufficient to refinance all outstanding Bridge Loans, including accrued and unpaid interest thereon and related fees and expenses, or such lesser amount as shall be determined by the Majority Arrangers (acting together); **provided** that (i) the Majority Arrangers shall use commercially reasonable efforts to sell all of the Permanent Securities to Third Party Investors, (ii) the Majority Arrangers may not deliver a Debt Securities Notice in respect of the Bridge Loans (EUR) or Bridge Loans (GBP), respectively, for less than 20% of the aggregate principal amount of the corresponding funded commitment in the relevant currency under the Bridge Facilities Agreement, plus any accrued and unpaid interest thereon outstanding at such time, and (iii) no more than three Debt Securities Notices may be delivered in total; and **provided further** that if a suitable offering memorandum prepared in accordance with clause 5(d) of this Bridge Facilities Fee Letter, or the cooperation required pursuant to clause 5(d), is not provided promptly following the receipt of a Debt Securities Notice, the requirement that at least a majority of the aggregate principal amount of such Permanent Securities be placed with Third Party Investors shall not apply to such Notes Demand Financing.

- (b) Any securities issued pursuant to the Notes Demand Financing shall be issued (other than in the case of clauses (i) and (ii) following, which shall only be complied with in the case of the first Notes Demand Financing), in each case, (i) following a further five (5)-Business Day consultation period, (ii) after completion of a road show and marketing period customary for similar offerings of five (5) Business Days (or such other period agreed between you and the underwriters of the Notes Demand Financing) following such further five (5)-Business Day consultation period; **provided** that in the event a road show cannot be conducted due to your failure to provide a suitable offering memorandum or the Target management's failure to provide customary cooperation at reasonable times in accordance with clause 5(d) of this Bridge Facilities Fee Letter after prior written notice that such offering memorandum and/or cooperation is required, such road show will not be required, and (iii) upon such terms and conditions as may be reasonably specified by the underwriters of the Notes Demand Financing (acting together and in consultation with you) in such Debt Securities Notice; **provided** that:
- (A) such securities will be issued through a private placement for resale pursuant to Rule 144A ("**Rule 144A**") and/or Regulation S ("**Regulation S**") under the U.S. Securities Act of 1933, as amended, in an offering made pursuant to an exemption from the requirement to publish a prospectus under Regulation (EU) 2017/1129, and there will be no requirement for such securities to be listed on a stock exchange (other than to use commercially reasonable efforts to list on the Securities Official List of the Luxembourg Stock Exchange or a recognised non-EEA stock exchange that is reasonably acceptable to the underwriters of the Notes Demand Financing (acting together) and you);
 - (B) such securities will be issued without U.S. SEC registration rights;
 - (C) such securities will not mature any earlier than seven (7) years after the Initial Closing Date, and will not provide for amortization, sinking fund or mandatory repayment prior to such maturity, and such securities will not be issuable in sub-tranches or otherwise sub-divided;
 - (D) such securities shall (x) be denominated in euros and bear a fixed rate of interest to the extent refinancing Bridge Loans (EUR) and (y) be denominated in pounds sterling and bear a fixed rate of interest to the extent refinancing Bridge Loans (GBP);
 - (E) such securities will contain such terms, covenants and events of default as are customary for similar financings in light of the then-prevailing market conditions as reasonably determined by the underwriters of the Notes Demand Financing (acting together) in consultation with you and, in any event, consistent with the

Agreed Covenants Precedent and no less favorable to you than the Exchange Notes;

- (F) such securities will bear rates of interest reasonably determined in light of the then-prevailing market conditions for comparable high-yield debt securities and will have such a weighted average effective total yield per annum (with OID considered yield based on a three-year convention) no higher than that which the Majority Arrangers reasonably determine in consultation with you is necessary to enable such securities to be sold, but in any event, no higher than would result in a weighted average effective total yield per annum (with OID considered yield based on a three-year convention and assuming the yield on the applicable Bridge Loans equals the applicable Cap) at a fixed rate of interest to exceed the applicable Cap (yields included in such calculations shall be determined using a methodology reasonably satisfactory to the Majority Arrangers and you and exclude any discount at which the Arrangers (solely for their own account) sell to third parties);
- (G) such securities will be issued at respective issue prices of not less than 98.0% of the principal amount of such securities (excluding any discount at which the Arrangers (solely for their own account) sell to third parties);
- (H) such securities will not be guaranteed by any subsidiary of TopCo that does not guarantee the Bridge Loans, the Extended Term Loans or the Exchange Notes, and the guarantee and security structure shall be no more onerous than, and consistent with that provided under, the Exchange Notes as of the date of the Debt Securities Notice (subject in each case to the Agreed Security Principles);
- (I) subject to clause 5(c), the call protection, redemption and repurchase provisions (including in respect of a change of control and asset sales) shall be no more restrictive to you than those applicable to the Exchange Notes;
- (J) the issuance of such securities shall be permitted by law and shall be permitted under and subject to the Intercreditor Agreement and permitted under the terms of, and such securities shall permit the incurrence and servicing of, the Senior Facilities (incurred under the applicable credit facilities debt basket) and any refinancing thereof;
- (K) such securities shall be optionally redeemable by the issuer thereof at par upon the occurrence of certain customary specified changes relating to tax laws; and
- (L) in no event shall such securities include financial maintenance or capital expenditure covenants.

It is understood and agreed that, notwithstanding anything to the contrary set forth herein or in the Commitment Letter, in the event that such securities are issued at less than par pursuant to clause (G) above, the issuer of such securities shall be entitled to issue additional Permanent Securities in an amount equal to such discount (the **OID Gross-up**); **provided** that fees (whether under this Bridge Facilities Fee Letter or the HY Engagement Letter) shall not be payable in respect of any OID Gross-up.

- (c) Any Permanent Securities issued to or held by the Arrangers, or investors affiliated with the Arrangers (other than Asset Management Affiliates), shall be prepayable at the issue price plus accrued and unpaid interest owed on such principal amount of the Permanent Securities for so long as such Permanent Securities are held by them (other than by Asset Management Affiliates). The redemption provisions of the Permanent Securities will provide, if applicable, for non-ratable voluntary redemptions of Permanent Securities held by any Arranger (or affiliates of any Arranger other than Asset Management Affiliates) at the applicable initial issuance price for so long as such Permanent Securities are held by them.

- (d) Following the issuance of an Debt Securities Notice you shall, and shall use your commercially reasonable efforts to cause the management of the Target to, assist the Arrangers in connection with customary marketing efforts for the sale of any such securities in an offering in accordance with Rule 144A and/or Regulation S, including the preparation or update of a customary offering memorandum, delivery of customary and appropriate financial statements and provision of customary legal opinions, comfort letters and negative assurance letters, and you shall use your commercially reasonable efforts to cause participation by senior managers of the Target in customary pre-marketing and road show presentations and to cause management of the Target to obtain ratings from Moody's and S&P and to list such securities (**provided** that nothing in this paragraph (d) shall obligate or require you to list such securities on a regulated stock exchange in the European Economic Area). Failure to comply with this cooperation provision (which shall be the sole cooperation covenant) shall not constitute an Event of Default under the Bridge Facilities Agreement.
- (e) In the event that you fail to comply with a Debt Securities Notice in accordance with the provisions of this clause 5 for any reason (a **Demand Failure Event**), (i) the Rollover Fee, if not previously paid, shall become immediately due and payable; (ii) the weighted average effective total yield per annum (including OID as yield based on a three-year convention) on (x) the Bridge Facility (EUR) shall increase to the Cap (EUR) and (y) the Bridge Facility (GBP) shall increase to the Cap (GBP); (iii) the Conversion Date will be deemed to have occurred; and (iv) any restrictions on the transferability or assignability of the Bridge Loans shall cease to apply and the transfer restrictions applicable to the Extended Term Loans shall apply instead. It is understood and agreed that the remedies set forth in clauses (i), (ii), (iii) and (iv) above shall be the sole remedies associated with a Demand Failure Event, and that a Demand Failure Event shall not constitute a default or event of default under the Bridge Facilities Agreement. It is understood and agreed that upon termination of the commitments in respect of the Bridge Loans under the Commitment Letter (other than if replaced by the Bridge Facilities Agreement), the provisions of this clause 5 shall terminate, unless the Bridge Loans are funded on the Initial Closing Date.

6. **Acceding Party**

An entity controlled by you or the Investor (an **Acceding Party**) may accede to this Bridge Facilities Fee Letter at any time if:

- (a) such Acceding Party has been incorporated as the borrower of the Bridge Facilities or the Interim Bridge Facilities as contemplated by the Structure Memorandum (as defined in the Interim Facilities Agreement); or
- (b) is otherwise approved by the Arrangers (acting reasonably),

by (i) signing the accession signature block set out below in a copy of this Bridge Facilities Fee Letter and (ii) delivering information and evidence reasonably requested by the Arrangers in order to comply with and satisfy "know your client" requirements of applicable law to the reasonable satisfaction of the Arrangers (to the extent not already satisfied).

Upon so acceding, such Acceding Party will become a party to and an addressee of this Bridge Facilities Fee Letter, replacing you in its entirety, and the term "you" or "your" where used in this Bridge Facilities Fee Letter (other than in the next sentence) shall include a reference to such Acceding Party. You shall thereafter have no obligations under this Bridge Facilities Fee Letter.

7. **Miscellaneous**

Each amount payable under this Bridge Facilities Fee Letter shall be:

- (a) non-refundable and non-creditable against other fees payable under this Bridge Facilities Fee Letter (except as expressly set forth in this Bridge Facilities Fee Letter);

- (b) paid in immediately available, freely transferable, cleared funds in euros to such account as has been advised to you by the recipient of such payment;
- (c) paid free and clear of any set-off or counterclaim;
- (d) exclusive of any value added tax and any other tax of a similar nature (**VAT**) which you will pay against delivery of such invoices and receipts as you may reasonably require; and
- (e) free and clear of any deduction or withholding imposed in any jurisdiction from or through which payment is made (a **Taxing Jurisdiction**), unless such deduction or withholding is required by applicable law,

provided that if any withholding is required by law on payment of any such amounts an additional amount will be due and payable by you so as to ensure that the amount received by the recipient of the relevant payment is equal to the amount which would have been received by that recipient but for the required withholding except to the extent that such withholding or deduction was imposed due to (i) any Commitment Party (or any such Commitment Party's relevant designated affiliate) having any present or former connection with the Taxing Jurisdiction other than solely as a result of receiving any payments hereunder or (ii) the failure of any Commitment Party (or any such Commitment Party's relevant designated affiliate) to provide any form, certificate, document, or other information that would have reduced or eliminated such deduction or withholding of taxes where such form, certificate, document, or other information was requested in writing by you and where provision of the same was reasonable in the circumstances.

For the avoidance of doubt, where a Commitment Document requires that an Indemnified Person is to be reimbursed or indemnified for any costs or expenses, such reimbursement or indemnification (as the case may be) shall include any VAT incurred on such cost or expense, save to the extent that the relevant Indemnified Person reasonably determines that it (or a member of a group for VAT purposes of which it is part) is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

This Bridge Facilities Fee 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 parties to this Bridge Facilities Fee Letter submit to the exclusive jurisdiction of the English courts in respect of disputes arising out of or relating to this Bridge Facilities Fee Letter (including any non-contractual obligations arising out of or in connection with it).

This Bridge Facilities Fee Letter shall be subject to the confidentiality provisions contained in the Commitment Letter.

The terms of this Bridge Facilities Fee Letter shall continue in full force and effect after the Bridge Facilities Agreement has been signed.

Except as otherwise expressly provided in this Bridge Facilities Fee Letter, the terms of this Bridge Facilities Fee Letter may be enforced only by a party to this Bridge Facilities Fee Letter and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded. Notwithstanding any term of this Bridge Facilities Fee Letter, no consent of a third party is required for any termination or amendment of this Bridge Facilities Fee Letter.

This Bridge Facilities Fee Letter may be executed in any number of counterparts, each of which will be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page to this Bridge Facilities Fee Letter electronically or by facsimile transmission shall be effective as delivery of an original executed counterpart. Any signature hereto through electronic means (including, without limitation, (a) any electronic symbol or process attached to, or associated with, this Bridge Facilities Fee Letter and adopted by a person with the intent to sign, authenticate or accept this Bridge Facilities Fee Letter and (b) any facsimile, E-pencil or ".pdf" file signature), shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law.

If you are in agreement with the terms and conditions of this Bridge Facilities Fee Letter, please sign, date and return the enclosed copy to us.

[Remainder of page intentionally left blank]

BARCLAYS BANK PLC

as Arranger



Name: [Redacted]

Title: Managing Director

Email: [Redacted]

FAO: [Redacted]

BARCLAYS BANK IRELAND PLC



Name: [REDACTED]

Title: Director

Email: [REDACTED]

FAO: [REDACTED]

GOLDMAN SACHS BANK USA

as Arranger



Name:



Title:

Email: N/A

FAO: N/A

J.P. MORGAN AG

as A



Name:



Title: Managing Director

Email:



FAO: N/A

JEFFERIES FINANCE LLC

as Arranger

— [Redacted Signature]

Name: [Redacted]

Title: Managing Director

Email: [Redacted]

FAO: N/A

MORGAN STANLEY BANK INTERNATIONAL LIMITED

as Arranger

_____ [Redacted]

Name: [Redacted]

Title: Managing Director

Email: [Redacted]

FAO: [Redacted]

ROYAL BANK OF CANADA

as Arranger



Name: 

Title: Managing Director

Email: 

FAO:



Accepted and agreed for and on behalf of:

Cidron Aida BidCo Limited

[Redacted signature area]

Name: [Redacted]

Title: Director

Email: [Redacted]

Accepted and agreed

For purposes of accession pursuant to the paragraph under the heading *Acceding Party* by:

Name of Acceding Party:

Address of Acceding Party:

By:

Name:

Title:

Date: