

EXECUTION VERSION

PROJECT BRIGHTON - ARRANGEMENT FEE LETTER

To: Brighton Topco S.à r.l. (the “**Borrower**”)

Dated: 20 July 2021

Dear Sirs,

1. We refer to the senior facility agreement (as amended, supplemented, varied, modified, replaced, restated and/or novated from time to time, the “**Senior Facility Agreement**”) dated on or about the date of this letter between, amongst others, the Borrower and United Overseas Bank Limited, London Branch, J.P. Morgan AG and RBC Europe Limited as the Mandated Lead Arrangers.
2. This is the Arrangement Fee Letter referred to in clause 13.1 (*Arrangement Fee*) of the Senior Facility Agreement.
3. Capitalised terms defined in the Senior Facility Agreement have the same meaning when used in this letter unless otherwise defined herein.

Arrangement Fee

4. The Borrower shall pay (or procure is paid) to the Mandated Lead Arrangers an amount equal to 0.50% of the Loans drawn down on each Utilisation Date in payment towards the arrangement fee referred to in clause 13.1 (*Arrangement Fee*) of the Senior Facility Agreement (the “**Arrangement Fee**”).
5. The Arrangement Fee shall be payable on each Utilisation Date and shall be allocated between each Mandated Lead Arranger pro rata to its participation in the Loans drawn down on that Utilisation Date.
6. No Arrangement Fee shall be payable if a Utilisation Date does not occur.

Miscellaneous

7. All payments under this letter will be made in sterling in immediately available funds without set-off or counterclaim.
8. The Arrangement Fee will be withheld from the proceeds of Utilisation on each Utilisation Date in payment towards the Arrangement Fee due and payable on that Utilisation Date.
9. Once paid, the Arrangement Fee is non-refundable.
10. Subject to the terms of the Senior Facility Agreement, 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.
11. This letter may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.
12. This letter is a Finance Document.

13. The provisions of clause 44 (*Governing Law*) and clause 45.1 (*Jurisdiction*) of the Senior Facility Agreement shall be incorporated into this letter as if set out in full in this letter and as if references to “this Agreement” in such clause are references to this letter.

Yours faithfully



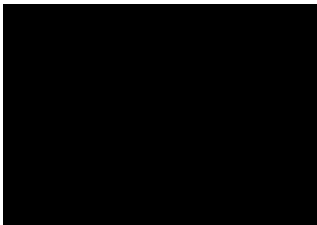
For and on behalf of
UNITED OVERSEAS BANK LIMITED, LONDON BRANCH
as Mandated Lead Arranger

For and on behalf of
J.P. MORGAN AG
as Mandated Lead Arranger

For and on behalf of
RBC EUROPE LIMITED
as Mandated Lead Arranger

Yours faithfully

For and on behalf of
UNITED OVERSEAS BANK LIMITED, LONDON BRANCH
as Mandated Lead Arranger



For and on behalf of
J.P. MORGAN AG
as Mandated Lead Arranger

For and on behalf of
RBC EUROPE LIMITED
as Mandated Lead Arranger

Yours faithfully

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UNITED OVERSEAS BANK LIMITED, LONDON BRANCH
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For and on behalf of
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as Mandated Lead Arranger



For and on behalf of
RBC EUROPE LIMITED
as Mandated Lead Arranger

[REDACTED]

We agree to the terms of this letter.

[REDACTED]

For and on behalf of
BRIGHTON TOPCO S.À R.L as the Borrower

Name: [REDACTED]
Title: Authorised signatory