

PRIVATE & CONFIDENTIAL

To: Rock MidCo Limited (the “**Company**”, “**you**” or “**your**”)

Cc: Apollo Global Management Inc.

Attention: [REDACTED] / [REDACTED]

6 October 2023

To whom it may concern

PROJECT ROCK - SENIOR FACILITIES FEE LETTER

We refer to the commitment letter dated on or about the date of this letter between, among others, us and you as it may be amended, amended and restated, supplemented, modified or replaced from time to time (the “**Commitment Letter**”).

Terms defined in (or incorporated by reference into) the Commitment Documents, as the case may be, have the same meanings when used in this letter unless otherwise specified.

This is the Fee Letter referred to in the Commitment Letter and constitutes a Debt Document and Finance Document (as defined in the Precedent Senior Facilities Agreement).

1 Bridge Facility Underwriting Fee

1.1 Subject to paragraphs 1.2 to 1.4 and 8 below and to the other terms of this letter, the Company will pay (or will cause to be paid) to (and for the account of) either:

- (a) the Underwriters with a commitment under the Bridge Facility on the Countersignature Date; or
- (b) if Additional Commitment Parties have been allocated a commitment under the Bridge Facility in accordance with the terms of the Commitment Letter, such Additional Commitment Parties and the Underwriters, in each case, with a commitment under the Bridge Facility on the last date that such Additional Commitment Parties were allocated such commitment (for the purposes of this paragraph 1, the “**Additional Countersignature Date**”),

a one-off underwriting fee, in pound sterling in an amount equal to 1.25 per cent. of the aggregate principal amount of:

- (i) if paragraph (a) above applies, the commitments of the Underwriters under the Bridge Facility as at the Countersignature Date (with such fees to be shared amongst the relevant Underwriters on a pro rata basis by reference to their respective commitments under the Bridge Facility as at the Countersignature Date); or
- (ii) if paragraph (b) above applies: (x) the commitments of the Underwriters and such Additional Commitment Parties under the Bridge Facility as at

the Additional Countersignature Date (with such fees to be shared amongst the relevant Underwriters and Additional Commitment Parties on a pro rata basis by reference to their respective commitments under the Bridge Facility as at the Additional Countersignature Date); and (y) in respect of any commitments under the Bridge Facility cancelled after the Countersignature Date but prior to the Additional Countersignature Date (the “**Cancelled Bridge Commitments**”), the commitments under the Bridge Facility of the Underwriters and any Additional Commitment Parties so cancelled (with such fees to be shared amongst the relevant Underwriters and Additional Commitment Parties on a pro rata basis by reference to their respective Cancelled Bridge Commitments as at the applicable date of cancellation of such Cancelled Bridge Commitments),

(the “**Bridge Underwriting Fee**”).

1.2 The Bridge Underwriting Fee shall be payable as follows:

- (a) if the Closing Date occurs, on the Closing Date; or
- (b) if the Interim Closing Date occurs, on the Interim Closing Date; or
- (c) if each of the following conditions are satisfied on or prior to the date falling twelve (12) Months after the Countersignature Date:
 - (i) the Scheme Effective Date or the Offer Unconditional Date has occurred;
 - (ii) on or at any time prior to the Scheme Effective Date or, as applicable, the Offer Unconditional Date (or, if later, the latest date for settlement of the relevant consideration payable in connection with the occurrence of the Scheme Effective Date or, as applicable, the Offer Unconditional Date) there has not been any utilisation of the Bridge Facility (or any Interim Facility) (whether in whole or in part, and, for the avoidance of any doubt, without requiring each or both Bridge Facility (or each or both Interim Facility) to be utilised),

within twenty (20) Business Days of the latest such date referred to in paragraph (c) above,

(paragraphs (a) to (c) above, the “**Bridge Underwriting Fee Payment Condition**”).

1.3 No Bridge Underwriting Fee shall be payable unless the Bridge Underwriting Fee Payment Condition has been satisfied.

1.4 No Bridge Underwriting Fee shall be payable if (A) the rights and obligations of that Underwriter (or any Commitment Party that is an Affiliate (or Related Fund) of that Underwriter) under the Commitment Documents have been terminated pursuant to paragraph (a)(vi) of paragraph 14 (*Termination*) of the Commitment Letter or (B) that Underwriter (or any Commitment Party that is an Affiliate of that Underwriter) has breached its material obligations under the Commitment Documents or has become a Defaulting Lender or otherwise declined to provide any Bridge Facility or any Interim Bridge Facility (except where entitled to do so under the terms of the Commitment

Documents or, as the case may be, the relevant Finance Documents) and, in each case, you have elected to terminate the commitments of that Underwriter under the Commitment Documents pursuant to paragraph 14 (*Termination*) of the Commitment Letter.

2 Bridge Facility Funding Fee

- 2.1 The Company will subject to paragraphs 2.2 and 2.3 and the other terms of this letter, pay, or will cause to be paid, to the Facility Agent for the account of the Original Lenders (or an Original Lender’s designated affiliate as notified by it to the Facility Agent), on each Utilisation Date of the Bridge Facility, an aggregate funding fee in an amount equal to 1.50 per cent. of the aggregate principal amount of the Bridge Facility utilised on each Utilisation Date of the Bridge Facility (the “**Bridge Funding Fee**”).
- 2.2 If the Interim Closing Date has occurred and any Interim Bridge Funding Fees (as defined below) have been paid in accordance with paragraph 6 below, the relevant Bridge Funding Fees shall be reduced on a pound sterling for pound sterling (or equivalent in relevant currency) basis (as applicable) by an amount equal to the relevant Interim Bridge Funding Fees so paid.
- 2.3 No Bridge Funding Fee shall be payable unless the Closing Date has occurred.

3 Bridge Facility Duration Fee

- 3.1 The Company will, subject to paragraphs 3.2, 3.3 and the other terms of this letter, pay, or will cause to be paid, to the Facility Agent for the account of the Original Lenders (or an Original Lender’s designated affiliate as notified by it to the Facility Agent), on each date set out in the left column of the table below (the “**Duration Fee Payment Date**”), an aggregate duration fee in an amount equal to the percentage set out opposite the relevant Duration Fee Payment Date in the table below (the “**Duration Fee**”) of the aggregate principal amount of the Bridge Facility then outstanding on such Duration Fee Payment Date.

Duration Fee Payment Date	Duration Fee
The date falling 3 Months after (and excluding) the earlier of (i) the Closing Date and (ii) the date falling 4 Months after the publication of the Announcement (the “ First Duration Fee Payment Date ”)	0.50%
The date falling 3 Months after (and excluding) the First Duration Fee Payment Date (the “ Second Duration Fee Payment Date ”)	0.50%
The date falling 3 Months after the Second Duration Fee Payment Date (the “ Third Duration Fee Payment Date ”)	0.50%

The date falling 3 Months after the Third Duration Fee Payment Date	0.50%
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- 3.2 No Duration Fee shall be payable unless the Closing Date has occurred and if any Duration Fee Payment Date is earlier than the Closing Date, such Duration Fee shall be deemed earned on that Duration Fee Payment Date but paid on, and subject to the occurrence of, the Closing Date.
- 3.3 No Duration Fee will be payable if no amounts are outstanding under the Bridge Facility and all commitments under the Bridge Facility are cancelled and reduced to zero on or prior to the applicable Duration Fee Payment Date.

4 Revolving Facility Underwriting Fee

4.1 The Company will subject to paragraphs 4.2 to 4.5, 10 and the other terms of this letter, pay, or will cause to be paid, to (and for the account of) either:

- (a) the Underwriters with a commitment under the Revolving Facility on the Countersignature Date; or
- (b) if Additional Commitment Parties have been allocated a commitment under the Revolving Facility in accordance with the terms of the Commitment Letter, such Additional Commitment Parties and the Underwriters, in each case, with a commitment under the Revolving Facility on the last date that such Additional Commitment Parties were allocated such commitment (for the purposes of this paragraph 4, the “**Additional Countersignature Date**”),

a one-off underwriting fee, in pound sterling in an amount equal to 1.00 per cent. of the aggregate principal amount of:

- (i) if paragraph (a) above applies, the commitments of the Underwriters under the Revolving Facility as at the Countersignature Date (in each case, with such fees to be shared amongst the relevant Underwriters on a pro rata basis by reference to their respective commitments under the Revolving Facility as at the Countersignature Date); or
- (ii) if paragraph (b) above applies: (x) the commitments of the Underwriters and such Additional Commitment Parties under the Revolving Facility as at the Additional Countersignature Date (with such fees to be shared amongst the relevant Underwriters and Additional Commitment Parties on a pro rata basis by reference to their respective commitments under the Revolving Facility as at the Additional Countersignature Date); and (y) in respect of any commitments under the Revolving Facility cancelled after the Countersignature Date but prior to the Additional Countersignature Date (the “**Cancelled RCF Commitments**”), the commitments under the Revolving Facility of the Underwriters and any Additional Commitment Parties so cancelled (with such fees to be shared amongst the relevant Underwriters and Additional Commitment Parties on a pro rata basis by reference to their respective Cancelled RCF Commitments as at the applicable date of cancellation of such Cancelled RCF Commitments),

(the “**RCF Underwriting Fee**”).

- 4.2 If all or part of Revolving Facility is (or will be) cancelled, refinanced or replaced by any other revolving or working capital facility, no later than on the date falling 60 days after and excluding the date the Announcement was published, unless otherwise agreed by the Company, the RCF Underwriting Fee applicable to each Underwriter’s and/or Additional Commitment Party’s Revolving Facility commitments so cancelled, refinanced or replaced shall be reduced to 0.5 per cent. of the aggregate principal amount of such commitments (the “**Reduced RCF Underwriting Fee**”).
- 4.3 The RCF Underwriting Fee and/or the Reduced RCF Underwriting Fee (if applicable) shall be payable as follows:
- (a) if the Closing Date occurs, on the Closing Date; or
 - (b) if the Interim Closing Date occurs, on the Interim Closing Date; or
 - (c) if each of the following conditions are satisfied on or prior to the date falling twelve (12) Months after the Countersignature Date:
 - (i) the Scheme Effective Date or the Offer Unconditional Date has occurred;
 - (ii) on or at any time prior to the Scheme Effective Date or, as applicable, the Offer Unconditional Date (or, if later, the latest date for settlement of the relevant consideration payable in connection with the occurrence of the Scheme Effective Date or, as applicable, the Offer Unconditional Date) there has not been any utilisation of the Bridge Facility (or any Interim Facility) (whether in whole or in part, and, for the avoidance of any doubt, without requiring each or both Bridge Facility (or each or both Interim Facility) to be utilised),

within twenty (20) Business Days of the latest such date referred to in paragraph (c) above,

(paragraphs (a) to (c) above, the “**RCF Underwriting Fee Payment Condition**”).

- 4.4 No RCF Underwriting Fee or Reduced RCF Underwriting Fee shall be payable unless the RCF Underwriting Fee Payment Condition has been satisfied.
- 4.5 No RCF Underwriting Fee or Reduced RCF Underwriting Fee shall be payable if (A) the rights and obligations of that Underwriter (or any Commitment Party that is an Affiliate (or Related Fund) of that Underwriter) under the Commitment Documents have been terminated pursuant to paragraph (a)(vi) of paragraph 13 (*Termination*) of the Commitment Letter or (B) that Underwriter (or any Commitment Party that is an Affiliate of that Underwriter) has breached its material obligations under the Commitment Documents or has become a Defaulting Lender or otherwise declined to provide any Bridge Facility or any Interim Bridge Facility or any Revolving Facility or any Interim Revolving Facility (except where entitled to do so under the terms of the Commitment Documents or, as the case may be, the relevant Finance Documents) and, in each case, you have elected to terminate the commitments of that Underwriter under

the Commitment Documents pursuant to paragraph 13 (*Termination*) of the Commitment Letter.

5 Revolving Facility Commitment Fee

- 5.1 The Company will subject to paragraphs 5.2 and 10 and the other terms of this letter, pay, or will cause to be paid, to the Facility Agent for the account of the Original Lenders participating in the Revolving Facility (or an Original Lender's designated affiliate as notified by it to the Facility Agent), on the Closing Date, an aggregate commitment fee in an amount equal to 1.25 per cent. of the aggregate commitments under the Revolving Facility as at the Closing Date (the "**RCF Commitment Fee**").
- 5.2 If the Interim Closing Date has occurred and any Interim RCF Commitment Fee (as defined below) has been paid in accordance with paragraph 7 below, the RCF Commitment Fee shall be reduced on a pound sterling for pound sterling (or equivalent in relevant currency) basis (as applicable) by an amount equal to the relevant Interim RCF Commitment Fee so paid.
- 5.3 No RCF Commitment Fee shall be payable unless the Closing Date has occurred.

6 Interim Bridge Facility Funding Fee

- 6.1 The Company will, subject to paragraph 6.2 and the other provisions of this letter, pay, or will cause to be paid, to the Interim Facilities Agent for the account of the Original Interim Lenders participating in the Interim Bridge Facility (or an Original Interim Lender's designated affiliate as notified by it to the Interim Facilities Agent), on each Drawdown Date of the Interim Bridge Facility, an aggregate funding fee in an amount equal to 1.50 per cent. of the aggregate principal amount of the Interim Bridge Facility utilised on such Drawdown Date of the Interim Bridge Facility (the "**Interim Bridge Funding Fee**").
- 6.2 No Interim Bridge Funding Fee shall be payable unless the Interim Closing Date has occurred.

7 Interim Revolving Facility Commitment Fee

- 7.1 The Company will, subject to paragraph 7.2 and the other provisions of this letter, pay, or will cause to be paid, to the Interim Facilities Agent for the account of the Original Interim Lenders participating in the Interim Revolving Facility (or an Original Interim Lender's designated affiliate as notified by it to the Interim Facilities Agent), on the Interim Closing Date, an aggregate commitment fee in an amount equal to 1.25 per cent. of the aggregate commitments under the Interim Revolving Facility as at the Interim Closing Date (the "**Interim RCF Commitment Fee**").
- 7.2 No Interim RCF Commitment Fee shall be payable unless the Interim Closing Date has occurred.

8 Right of First Offer

- 8.1 If the Company intends to incur any third party syndicated term loan or high-yield bond financing in order to refinance or replace the Bridge Facility (each an "**Alternative Financing**"), the Company shall send an invitation (the "**Alternative Financing**"),

Invitation”) to the Underwriters to participate in such Alternative Financing on a best efforts basis as an arranger, mandate party or similar role.

- 8.2 If an Underwriter accepts the Alternative Financing Invitation within five (5) Business Days of receipt and agrees to participate on the best market terms for a financing of such type, as determined by the Company (acting reasonably and in good faith), the Company shall engage such Underwriter (or its Affiliate) for such Alternative Financing accordingly. The parties will negotiate in good faith to agree all relevant documents required in order to effect such engagement on a best efforts basis.
- 8.3 For the avoidance of doubt, whether or not any Underwriter accepts such Alternative Financing Invitation, the Company shall be entitled to appoint such other persons in such roles as it determines in its absolute discretion.

9 Alternative Financing – Bridge Facility

If:

- (a) the Scheme Effective Date or the Offer Unconditional Date occurs or has occurred; and
- (b) either:
 - (i) the Bridge Facility is not utilised and an Alternative Financing is utilised in lieu of the Bridge Facility; or
 - (ii) the Bridge Facility is utilised but is refinanced using the proceeds of an Alternative Financing,

if any Underwriter (or any of its Affiliates or Related Funds) has acted as an underwriter, mandated lead arranger or original lender (or equivalent role) under such Alternative Financing (the “**Alternative Financing Underwriter**”), to the extent that the Company is required to pay to that Alternative Financing Underwriter (or any Affiliate (or a Related Fund) of that Alternative Financing Underwriter) any upfront fee in respect of that Alternative Financing (the “**Alternative Financing Upfront Fee**”), each Underwriter agrees that (unless otherwise agreed by the Company):

- (A) if any Bridge Underwriting Fee has been paid to that Alternative Financing Underwriter (at the Company’s option):
 - 1. the Company’s obligations to pay any Alternative Financing Upfront Fee due to that Alternative Financing Underwriter shall be reduced on a pound sterling for pound sterling (or equivalent in relevant currency) basis by an amount equal to the Bridge Underwriting Fee already paid to that Alternative Financing Underwriter, provided that such aggregate reduction shall not exceed £450,000 (or its equivalent in other currencies); or
 - 2. that Alternative Financing Underwriter shall reimburse on a pound sterling for pound sterling (or equivalent in relevant currency) basis an amount equal to the Bridge

Underwriting Fee so paid from the Alternative Financing Upfront Fee paid to it provided that such amount reimbursed shall not exceed £450,000 (or its equivalent in other currencies); or

- (B) if no Bridge Underwriting Fee has been paid to that Alternative Financing Underwriter, the Bridge Underwriting Fee due to that Alternative Financing Underwriter shall be reduced on a pound sterling for pound sterling (or equivalent in relevant currency) basis by an amount equal to the Alternative Financing Upfront Fee paid or payable to that Alternative Financing Underwriter, provided that such aggregate reduction shall not exceed £450,000 (or its equivalent in other currencies).

10 Alternative Financing – Revolving Facility

10.1 If any Underwriter participates as lender or underwriter (an “**Other RCF Underwriter**”) in any other revolving facility entered into prior to, on or after the Closing Date which replaces or refinances the Revolving Facility in full or in part, to the extent that the Company is required to pay to that Other RCF Underwriter (or any Affiliate (or a Related Fund) of that Other RCF Underwriter)) any upfront fee in respect of that Other RCF (the “**Other RCF Upfront Fee**”), each Underwriter agrees that (unless otherwise agreed by the Company):

- (a) if any RCF Commitment Fee has been paid to that Other RCF Underwriter (at the Company’s option):
 - (i) the Company’s obligations to pay any Other RCF Upfront Fee due to that Other RCF Underwriter shall be reduced on a pound sterling for pound sterling (or equivalent in relevant currency) basis by an amount equal to the RCF Commitment Fees already paid to that Other RCF Underwriter; or
 - (ii) that Other RCF Underwriter shall reimburse on a pound sterling for pound sterling (or equivalent in relevant currency) basis an amount equal to the RCF Commitment Fees so paid from the Other RCF Upfront Fee; or
- (b) if no RCF Commitment Fee has been paid to that Other RCF Underwriter, the RCF Commitment Fees due to that Other RCF Underwriter shall be reduced on a pound sterling for pound sterling (or equivalent in relevant currency) basis by an amount equal to the Other RCF Upfront Fee paid or payable to that Alternative Financing Underwriter.

11 Miscellaneous

- (a) All fees and closing payments are exclusive of VAT and once paid are non-refundable and non-creditable against other fees or closing payments payable in connection with the Senior Facilities other than as provided in this letter.

- (b) Notwithstanding anything in this letter, the Company may pay any fee or original issue discount payable under this letter in the base currency of any Facility or any other currency agreed between the Commitment Parties and the Company.
- (c) The Company may, in its sole discretion, require that any fee payable on the Closing Date under this letter shall be paid by way of a deduction from the proceeds of any Loan utilised on the Closing Date, either:
 - (i) by way of a reduction in the amounts paid by each applicable Commitment Party to the Facility Agent in respect of its participation in such Facility; or
 - (ii) by way of a reduction in the proceeds of such Loan paid by the Facility Agent to the applicable Borrower under the Senior Facilities Agreement (once signed).
- (d) All fees payable hereunder shall be paid in immediately available funds in the relevant currency.
- (e) The terms of this letter shall continue in full force and effect after the Senior Facilities Agreement is signed.
- (f) Except as otherwise expressly provided in this letter, the terms of this letter may be enforced only by a party to this letter and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded. Notwithstanding any term of this letter, no consent of a third party is required for any termination or amendment of this letter.
- (g) 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. Each of the parties to this letter agrees that the courts of England have exclusive jurisdiction to settle any disputes in connection with this letter and any non-contractual obligation arising out of or in connection with it and each of the parties to this letter accordingly submits to the jurisdiction of the English courts.
- (h) This Fee Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto. The provisions of this Fee Letter shall survive the expiration or termination of the Commitment Letter and the funding of the Senior Facilities. You are not permitted to assign any of your respective rights or transfer any of your rights or obligations under this Fee Letter, without the prior written consent of each of the Mandated Lead Arrangers and Underwriters, except as expressly permitted by the Commitment Letter. This Fee Letter supersedes any prior understanding or agreement relating to the fees for the Senior Facilities. If a term of this Fee Letter becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect: (i) the legality, validity or enforceability in that jurisdiction of any other term of this Fee Letter; and (ii) the legality, validity or enforceability in other jurisdictions of that or any other term of this Fee Letter.

- (i) 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 e-mail, pdf or facsimile transmission shall be effective as delivery of an original executed counterpart thereof.

12 **Acceding Parties**

For the purposes of paragraph (c) of paragraph 13 (*No Assignments*) of the Commitment Letter, any Permitted Transferee (the “**Acceding Party**”) may accede to this letter by signing the accession signature block set out below in a copy of this letter. Upon its accession to this letter, the Acceding Party will become a party to and an addressee of this letter, and the term “you” or “your” where used in this letter shall include a reference to the Acceding Party (replacing any existing party hereto to the extent so provided in the accession signature block).

Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed copy of this Fee Letter by the date the Countersignature Date, whereupon it will become a binding agreement upon our receipt.

Yours faithfully,

Underwriter



for and on behalf of **Royal Bank of Canada**


Name:



Title: Managing Director

Underwritten

_____ 
for and on behalf of **ACMP Holdings, LLC**

Name: 

Title: Vice President

We acknowledge and agree to the above.

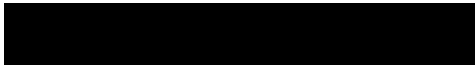
The Company

ROCK MIDCO LIMITED

for and on behalf of Rock MidCo Limited



Name:



Title: Director

Date: 12 October 2023

Accepted and agreed on [*insert date*] for the purposes of accession pursuant to paragraph 12 (*Acceding Parties*) by:

Name of Acceding Party _____
(as [●] and replacing [●]):

Address of Acceding Party: _____

By:

Name:

Title: