

From: National Westminster Bank Plc

HSBC UK Bank Plc

NatWest Markets Plc

(each an “**Arranger**” and together, the “**Arrangers**”)

HSBC Bank Plc (the “**Agent**”)

To: Antwerp Management Limited (the “**Company**”, “**you**” or “**your**”)

27 July 2021

PROJECT ANTWERP – ARRANGEMENT FEE LETTER

1. INTRODUCTION

- 1.1 We refer to a facilities agreement dated on or about the date hereof entered into between, among others, the Company, the Arrangers, the Agent and HSBC Corporate Trustee Company (UK) Limited as Security Agent (the “**Facilities Agreement**”).
- 1.2 Words and expressions defined in the Facilities Agreement have the same meanings when used in this letter unless otherwise provided or unless the context otherwise requires.
- 1.3 This is a Fee Letter as referenced in clause 16.3 (*Arrangement fee*) of the Facilities Agreement and a Finance Document for the purposes of the Facilities Agreement.

2. ARRANGEMENT FEE

- 2.1 Subject to Clause 4 (*No Deal No Fee*) below, the Company shall pay (or procure that there is paid) to the Agent (for the account of the Arrangers) an arrangement fee of:
 - (a) in respect of HSBC UK Bank Plc, 0.75 per cent. of their aggregated Facility A Commitments and Revolving Facility Commitments;
 - (b) in respect of National Westminster Bank Plc, 0.75 per cent. of their aggregated Facility A Commitments and Revolving Facility Commitments; and
 - (c) in respect of NatWest Markets Plc, 1.75 per cent. of their aggregated Facility A Commitments,

in each case as at the date of the Facilities Agreement (the “**Arrangement Fee**”).

- 2.2 The Arrangement Fee is due and payable by the Company on the Closing Date.
- 2.3 The Arrangement Fee shall be payable in GBP.

3. PAYMENT OF FEES

- 3.1 All payments due from the Company under this Fee Letter must be made in full without (and free and clear of any deduction for) set-off or counterclaim, in immediately available, freely transferable, cleared funds into such account as notified by the Agent to the Company for this purpose with at least five Business Days prior written notice in accordance with the terms of this Fee Letter.

3.2 The Company may elect to pay any Arrangement Fees payable under paragraph 2 (*Arrangement Fee*) by way of a deduction from the proceeds of the Utilisation of Facility A, in which case each Arranger (or its Lender Affiliate) is hereby authorised to deduct the amount of such fees from the proceeds of the Utilisation of Facility A.

4. NO DEAL NO FEE

Notwithstanding any other provision of this Fee Letter, if the Closing Date does not occur, then no fee or other payment shall be due or payable under this Fee Letter.

5. GENERAL

5.1 You agree that, once paid, a fee or any part thereof payable hereunder will not be refundable and will not be creditable against any other fee under any circumstances unless otherwise agreed by us in writing.

5.2 All payments due from the Company under this Fee Letter shall be in addition to any other fees payable by the Company in connection with the Finance Documents.

5.3 The relevant provisions of clause 17 (*Tax Gross-up and Indemnities*) of the Facilities Agreement shall apply to payments under this Fee Letter.

6. CONFIDENTIALITY

Each of the parties to this Fee Letter acknowledges that the terms of this Fee Letter are confidential and no such party shall (and each party shall ensure that none of its Affiliates will), without the prior written consent of the other parties to this Fee Letter, disclose this Fee Letter or its contents to any other person except:

- (a) as required by law, regulation or by any applicable governmental, banking, taxation, judicial or other regulatory authority or body (including any supervisory body) or by any applicable stock exchange;
- (b) to its Affiliates and its and their employees, directors and officers;
- (c) to any Sponsor Affiliate on condition that they agree to keep this letter and its terms confidential; and
- (d) to its auditors and professional advisors who in each case have a need to know this information and who are bound by the duties of confidentiality as a matter of law or professional practice in relation to such information.

7. MISCELLANEOUS

7.1 Save as expressly provided otherwise in this Fee Letter, a person who is not a party to this Fee Letter may not rely on it and the terms of the Contracts (Rights of Third Parties) Act 1999 are excluded.

7.2 This Fee Letter may only be amended or waived in writing signed by the Company and each Arranger.

7.3 The Company may not assign any of its rights or transfer any of its rights or obligations under this Fee Letter without the prior written consent of each Arranger.

7.4 This Fee Letter may be executed in any number of counterparts and all those counterparts taken together shall be deemed to constitute one and the same letter.

7.5 By countersigning the enclosed copy of this Fee Letter, the Company acknowledges and agrees to the terms of this Fee Letter.

8. JURISDICTION

8.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Fee Letter (including a dispute relating to the existence, validity or termination of this Fee Letter or any non-contractual obligations arising out of or in connection with this Fee Letter) (a “**Dispute**”).

8.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

8.3 This paragraph is for the benefit of the Agent and Arrangers only. As a result, to the extent allowed by law:

- (a) the Agent and Arrangers shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction; and
- (b) the Agent and Arrangers may take concurrent proceedings in any number of jurisdictions.

9. GOVERNING LAW

This Fee Letter and your acceptance of its terms and any non-contractual obligations arising out of or in connection with them are governed by English law.

If you agree to the above, please sign where indicated below.

Yours faithfully,

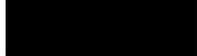
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THE AGENT

Signed for and on behalf of

HSBC BANK PLC

By :  _____

Name :  _____

Title : Authorised Signatory

THE ARRANGERS

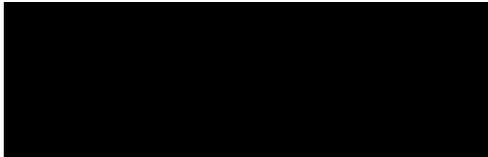
For and on behalf of

NATIONAL WESTMINSTER BANK PLC

By :

Name :

Title : Authorised Signatory



THE ARRANGERS

For and on behalf of

NATWEST MARKETS PLC

By :

Name :

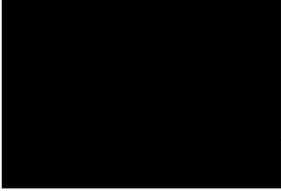
Title : Authorised Signatory



THE ARRANGERS

For and on behalf of

HSBC UK BANK PLC

By : 
Name : 
Title : Authorised Signatory

Acknowledged and agreed to as of the date first written above:

THE COMPANY

For and on behalf of

ANTWERP MANAGEMENT LIMITED

By :  _____

Name : _____

Title : _____ Director _____