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309 West 49th Street, New  
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CONFIDENTIAL

May 17, 2021

Apex Structured Intermediate Holdings Ltd.  
Vallis Building, 4<sup>th</sup> Floor  
58 Par La Ville Road  
Hamilton HM11  
Bermuda

Project Sierra  
Amended and Restated First Lien Fee Letter

Ladies and Gentlemen:

Reference is made to (a) the First Amendment to First Lien Credit Agreement, dated as of August 25, 2021 (the “**Signing Date**”), as amended and restated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**First Lien Amendment**”), among Apex Structured Holdings Ltd., an exempted company limited by shares incorporated under the laws of Bermuda (“**Holdings**”), Apex Structured Intermediate Holdings Ltd., an exempted company limited by shares incorporated under the laws of Bermuda (the “**Company**”), Apex Group Treasury Limited, a private company limited by shares incorporated in Ireland with company registration number 667981 (the “**Irish Borrower**”), Apex Group Treasury LLC, a Delaware limited liability company (the “**US Borrower**”, and together with the Irish Borrower, each, a “**Borrower**” and, collectively, the “**Borrowers**”, and together with the Company, “**you**”), certain Incremental Lenders identified on Schedule 1 to the First Lien Amendment (the “**2021 Incremental First Lien Lenders**”) and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent (in such capacity, the “**First Lien Agent**”) under the Loan Documents and (b) the First Amendment to Second Lien Credit Agreement, dated as of August 25, 2021, as amended and restated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**Second Lien Amendment**” and, prior to such amendment and restatement, the “**Existing Second Lien Amendment**”), among Holdings, the Company, the US Borrower and certain Incremental Lenders identified on Schedule 1 to the Second Lien Amendment and Bank of America, N.A., as Administrative Agent and Collateral Agent under the Second Lien Loan Documents (as defined in the Amended First Lien Credit Agreement (as defined below)).

Each of Bank of America, N.A., London Branch (“**BoA London**”), Bank of America Europe DAC (“**BoA Europe**” and, together with BoA London, “**BoA**”), Deutsche Bank Securities Inc. (“**DBSI**”), Morgan

Stanley Senior Funding, Inc. (“*MSSF*”), KKR Capital Markets LLC (“*KKR*”), Credit Suisse Loan Funding LLC (“*CSLF*”), Credit Suisse AG, London Branch (“*CS London*”), Nomura Securities International, Inc. (“*Nomura*”) and Royal Bank of Canada (“*RBC*”), are acting as arrangers (collectively, BoA London, BoA Europe, DBSI, *MSSF*, *KKR*, *CSLF*, *CS London*, *Nomura* and *RBC*, the “*Incremental Arrangers*”) of the 2021 Incremental First Lien Term Loans (as defined below) pursuant to the First Lien Amendment, and each of BoA London and DBSI are acting as arrangers of the 2021 Incremental Second Lien Term Loans (as defined below and, together with the 2021 Incremental First Lien Term Loans, the “*2021 Incremental Term Loans*”) pursuant to the Second Lien Amendment. Terms used but not defined in this letter agreement (this “*Fee Letter*”) shall have the meanings assigned thereto in the First Lien Amendment or the Amended Credit Agreement (as such term is defined in the First Lien Amendment and referred to in this Fee Letter as the “*Amended First Lien Credit Agreement*”) or the Second Lien Amendment or the Amended Credit Agreement (as such term is defined in the Second Lien Amendment and referred to in this Fee Letter as the “*Amended Second Lien Credit Agreement*”), as applicable.

This Fee Letter amends, restates and supersedes in its entirety that certain Fee Letter, dated August 25, 2021, as amended and restated as of September 17, 2021 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “*Prior Fee Letter*”), among BoA, DBSI, the Company and the Borrowers. This Fee Letter is not intended to constitute, and does not constitute, a novation of the obligations and liabilities under the Prior Fee Letter.

#### SECTION 1. Fees.

(a) 2021 Incremental First Lien Term Loans.

- (i) As consideration for the commitments and agreements of the Incremental Arrangers (or their respective affiliates) under the First Lien Amendment, you agree to pay to each Incremental Arranger, solely for its own account, an underwriting fee (the “*First Lien Underwriting Fee*”) equal to such Incremental Arranger’s ratable portion (based on its 2021 Incremental Term Loan Commitments (as such term is defined in the First Lien Amendment and referred to in this Fee Letter as the “*2021 Incremental First Lien Term Loan Commitments*”) on the Restatement Date) of 2.25% of the stated principal amount of the 2021 Incremental Term Loans (as such term is defined in the First Lien Amendment and referred to in this Fee Letter as the “*2021 Incremental First Lien Term Loans*”) (x) actually funded on each 2021 Incremental Closing Date (other than an Escrow Funding Date) or (y) released from the Escrow Accounts on an Escrow Release Date to fund the Acquisition, in each case payable to the Incremental Arranger on (and subject to the occurrence of) such 2021 Incremental Closing Date or Escrow Release Date, as applicable; provided, that, notwithstanding the foregoing, RBC will not receive a First Lien Underwriting Fee in respect of a portion of its 2021 Incremental First Lien Term Loan Commitments equal to 10% of the aggregate 2021 Incremental First Lien Term Loan Commitments of all parties (including RBC) (such portion, the “*Sponsor Allocated Commitment*”).
- (ii) As consideration for the 2021 Incremental First Lien Lenders providing their 2021 Incremental First Lien Term Loans and 2021 Incremental First Lien Term Loan Commitments, you agree to pay to the First Lien Agent, for the account of each such 2021 Incremental First Lien Lender an upfront fee (all or a portion of which each 2021 Incremental First Lien Lender may elect to receive in the form of original issue discount) (the “*First Lien Upfront Fee*”) equal to (i) 0.50% of the aggregate principal amount of the 2021 Incremental First Lien Term Loans funded in Euros by such 2021 Incremental First Lien Lender on each 2021 Incremental Closing Date and (ii) 0.75% of the aggregate

principal amount of the 2021 Incremental First Lien Term Loans funded in Dollars by such 2021 Incremental First Lien Lender on each 2021 Incremental Closing Date, which First Lien Upfront Fee shall, in each case, be fully earned, due and payable in full in cash (unless received in the form of original issue discount) on, and subject to the occurrence of, such 2021 Incremental Closing Date.

(iii) In addition, you agree to pay or cause to be paid to the First Lien Agent on and subject to the occurrence of the 2021 Initial Incremental Closing Date, for the ratable benefit of each 2021 Incremental First Lien Lender other than any Incremental Arranger or any affiliate of any Incremental Arranger (the “**Third Party 2021 Incremental First Lien Lenders**”), ticking fees accruing daily on the aggregate 2021 Incremental First Lien Term Loan Commitment of such 2021 Incremental First Lien Lender that remains undrawn after the 60<sup>th</sup> day following the First Lien Allocation Date (as defined below) at a rate equal to (a) 50.0% of the Applicable Margin (as defined in the Amended First Lien Credit Agreement) for Term Benchmark Loans denominated in the currency of such 2021 Incremental First Lien Term Loan Commitment beginning on the 61<sup>st</sup> day following the First Lien Allocation Date and continuing until the 90<sup>th</sup> day following the First Lien Allocation Date and (b) 100% of such Applicable Margin beginning on the 91<sup>st</sup> day following the First Lien Allocation Date until the 2021 Initial Incremental Closing Date. The “**First Lien Allocation Date**” means, with respect to any Third Party 2021 Incremental First Lien Lender, the date on which such Third Party 2021 Incremental First Lien Lender is allocated a commitment in respect of the 2021 Incremental First Lien Term Loans.

(b) 2021 Incremental Second Lien Term Loans.

(i) As consideration for the commitments and agreements of the Incremental Arrangers (or their respective affiliates) under the Existing Second Lien Amendment, you agree to pay to each Incremental Arranger party to the Existing Second Lien Amendment, solely for its own account, an underwriting fee equal to such Incremental Arranger’s ratable portion (based on its 2021 Incremental Term Loan Commitments (as such term is defined in the Existing Second Lien Amendment)) of 0.75% of the stated principal amount of the 2021 Incremental Term Loans (as such term is defined in the Second Lien Amendment and referred to in this Fee Letter as the “**2021 Incremental Second Lien Term Loans**”) actually funded on each 2021 Incremental Closing Date (as such term is defined in the Second Lien Amendment) payable to such Incremental Arranger on (and subject to the occurrence of) the funding of such 2021 Incremental Second Lien Term Loans.

(c) Alternate Transactions.

In the event that within 12 months of the Signing Date you or any of your affiliates consummate the Acquisition or any similar transaction that results in the refinancing of all or substantially all of the indebtedness of the Target (any such similar transaction, an “**Alternate Transaction**”), in each case with one or more senior secured debt financings provided by another financial institution, including a direct lender, in lieu of any 2021 Incremental First Lien Term Loans (any such alternative financing in connection with the Acquisition, a “**First Lien Alternative Financing**”), you agree that unless any 2021 Incremental First Lien Lender has (i) terminated its commitments under the First Lien Amendment prior to the end of the Availability Period (as defined in the First Lien Amendment), (ii) declined or failed to reaffirm its willingness, following a request for such 2021 Incremental First Lien Lender to do so, to provide such 2021 Incremental First Lien Term Loan on the terms and conditions of the First Lien Amendment and this Fee Letter, (iii) (A) you are prepared to consummate the Acquisition or Alternate Transaction and (B) such 2021 Incremental First Lien Lender has breached its obligations to provide such 2021 Incremental First

Lien Term Loan on the terms and conditions of the First Lien Amendment and this Fee Letter or (iv) in the case of an Alternate Transaction, been given a bona fide opportunity to provide and arrange such senior secured debt financings for such Alternate Transaction on substantially the same terms and conditions as other lenders acting in such roles and with not less than the percentage of compensatory economics applicable to such Incremental Arranger specified in the First Lien Amendment and this Fee Letter with respect to such 2021 Incremental First Lien Term Loan on the 2021 Initial Incremental Closing Date (or such other terms and conditions and economics as are mutually agreed between you and such 2021 Incremental First Lien Lender), and has turned down such opportunity or failed to respond to the offered opportunity in a timely manner, then you will pay to such 2021 Incremental First Lien Lender an amount equal to 50% of the First Lien Underwriting Fee that would have been payable to such 2021 Incremental First Lien Lender as provided above as if the 2021 Initial Incremental Closing Date occurred (and assuming a full drawing of all commitments with respect to the 2021 Incremental First Lien Term Loans), subject to, and immediately upon, the consummation of the Acquisition or such First Lien Alternative Financing or Alternate Transaction with the proceeds of such debt financing(s). Notwithstanding anything to the contrary herein, in no event shall the term "First Lien Alternative Financing" include any transaction pursuant to which the Target refinances any of its existing indebtedness without any change in its direct or indirect ownership structure. For the avoidance of doubt, notwithstanding anything to the contrary herein, the exercise of the Second Lien Placement Option does not constitute the consummation of a first Lien Alternative Financing or an Alternate Transaction.

## SECTION 2. Fees Generally.

(a) Each Incremental Arranger shall be permitted to allocate the fees payable to it hereunder for its own account to any 2021 Incremental First Lien Lenders, prospective 2021 Incremental First Lien Lenders or participants or to any of its affiliates as it deems appropriate.

(b) You agree that, once paid, the fees or any part thereof payable hereunder will not be refundable under any circumstances. All fees payable hereunder will be paid in immediately available funds and shall be in addition to any reimbursement of the 2021 Incremental First Lien Lenders' reasonable and documented or invoiced out-of-pocket expenses to the extent reimbursable pursuant to the Amended First Lien Credit Agreement or Amended Second Lien Credit Agreement. All amounts payable under this Fee Letter will be made in Dollars (in the case of fees in respect of loans or commitments denominated in Dollars) or Euros (in the case of fees in respect of loans or commitments denominated in Euros), and in immediately available funds, and, in any case shall not be subject to counterclaim or set-off for, or be otherwise affected by, any claim or dispute relating to any other matter. In addition, all such payments shall be made without deduction for any taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any national, state or local taxing authority, or will be grossed up by you for such amounts.

SECTION 3. Expenses. If the 2021 Initial Incremental Closing Date occurs, and the 2021 Incremental Term Loans required to be funded thereon are funded, the Borrowers agree to reimburse the Incremental Arrangers on such date (to the extent an invoice therefor is received no later than two (2) business days prior to such date or, if invoiced after such date, within thirty (30) days following receipt of the relevant invoice), for all reasonable and documented out-of-pocket expenses (including the due diligence expenses, applicable syndication expenses and travel expenses, but limited in the case of legal fees and expenses, to the reasonable fees, charges and disbursements of (i) Cahill Gordon & Reindel (UK) LLP, as legal counsel to the Incremental Arrangers and the 2021 Incremental First Lien Lenders, taken as a whole, and (ii) if reasonably necessary, of one local counsel in any relevant local jurisdiction to all such persons, taken as a whole) arising in connection with any matter referred to in the First Lien Amendment, Second Lien Amendment or this Fee Letter.

SECTION 4. Market Flex.

(a) First Lien Flex Terms. You hereby agree that Incremental Arrangers holding in excess of 50% of the 2021 Incremental First Lien Term Loan Commitments may, at any time prior to the earlier of (a) 30 days after the end of the Availability Period (as defined in the First Lien Amendment) and (b) the occurrence of a First Lien Successful Syndication (as defined below), or such later date as is agreed between us and you, after consultation with you, make the following changes (and only the following changes) with respect to the terms of the 2021 Incremental First Lien Term Loans, if such Incremental Arrangers reasonably determine that (i) such changes are reasonably advisable to facilitate a First Lien Successful Syndication or (ii) a First Lien Successful Syndication has not been achieved and is not reasonably likely to be achieved on or prior to the 2021 Initial Incremental Closing Date:

- (i) increase the interest rate margins applicable to the 2021 Incremental First Lien Term Loans by an amount not to exceed 100 basis points per annum on a weighted-average basis; provided that no more than 37.5 basis points of all such increases may take the form of upfront fees or original issue discount (based on an assumed four-year average life to maturity (e.g., 25 basis points of interest rate margin equals 100 basis points in original issue discount or upfront fees)); provided, further, that the interest rate margins applicable to the 2021 Incremental First Lien Term Loans may be increased by (i) an additional amount not to exceed 25 basis points per annum on a weighted-average basis if the 2021 Initial Incremental Closing Date does not occur on or prior to December 25, 2021, (ii) an additional amount not to exceed 25 basis points per annum on a weighted-average basis if the 2021 Initial Incremental Closing Date does not occur on or prior to March 25, 2022 and (iii) an additional amount not to exceed 25 basis points per annum on a weighted-average basis in the event that the corporate family rating of the Borrowers is not at least B2 (stable) from Moody's and at least B-(stable) from S&P after giving effect to the incurrence of the 2021 Incremental Term Loans;
- (ii) modify the 2021 Incremental Term Loan Call Premium (as defined in the Amended First Lien Credit Agreement) to extend the period during which the 2021 Incremental Term Loan Call Premium (as defined in the Amended First Lien Credit Agreement) is payable to no longer than 12 months after the 2021 Initial Incremental Closing Date; and/or
- (iii) modify the time periods referenced in Section 1(a)(iii) above as follows: ticking fees accruing daily on the aggregate 2021 Incremental First Lien Term Loan Commitment of such 2021 Incremental First Lien Lender that remains undrawn after the 45<sup>th</sup> day following the First Lien Allocation Date at a rate equal to (a) 50.0% of the Applicable Margin (as defined in the Amended First Lien Credit Agreement) for Term Benchmark Loans denominated in the currency of such 2021 Incremental First Lien Term Loan Commitment

beginning on the 46<sup>th</sup> day following the First Lien Allocation Date and continuing until the 74<sup>th</sup> day following the First Lien Allocation Date and (b) 100% of such Applicable Margin beginning on the 75<sup>th</sup> day following the First Lien Allocation Date until the 2021 Initial Incremental Closing Date.

For the purpose of this Section 4(a), (x) a “**First Lien Successful Syndication**” means in connection with the 2021 Incremental First Lien Term Loans, a syndication of the 2021 Incremental First Lien Term Loans that results in each Incremental Arranger’s aggregate unassigned portion of its commitments under the First Lien Amendment being no greater than \$0 and (y) for the avoidance of doubt, the rights of each Incremental Arranger under this Section 4(a) will survive until the earlier of (a) 30 days after the end of the Availability Period (as defined in the First Lien Amendment) and (b) the occurrence of a First Lien Successful Syndication.

(b) Reserved.

#### SECTION 5. Syndication.

The Incremental Arrangers intend to commence syndication of the 2021 Incremental First Lien Term Loans to a group of banks, financial institutions and other institutional lenders and investors (such banks, financial institutions and other institutional lenders and investors, together with the 2021 Incremental First Lien Lenders, the “**Lenders**”) promptly after your countersignature to this Fee Letter and the occurrence of the Restatement Date under each of the First Lien Amendment and the Second Lien Amendment. Subject to the terms of the Amended First Lien Credit Agreement the Incremental Arrangers will select such Lenders after consultation with the Company; provided that the selection of Lenders for the 2021 Incremental First Lien Term Loans during primary syndication and during the Certain Funds Period shall be subject to the consent of the Company (such consent not to be unreasonably withheld or delayed); provided, further, that we agree not to syndicate our commitments to Disqualified Lenders (as defined in the Amended First Lien Credit Agreement). The Incremental Arrangers will lead the syndication in consultation with you (and subject to your consent rights in this Section 5), including determining the timing of all offers to potential Lenders, any title of agent or similar designations or roles awarded to any Lenders (subject to Section 6 below) and the acceptance of commitments, the amounts offered and the compensation provided to each Lender from the amounts to be paid to the pursuant to the terms of this the Fee Letter. The Incremental Arrangers will determine the final commitment allocations in consultation with the Company and will notify the Company of such determinations. You agree to use commercially reasonable efforts to ensure that the Incremental Arrangers’ syndication efforts benefit from your existing lending relationships.

You agree to cooperate with the Incremental Arrangers in connection with (a) the preparation of a customary information package and other customary marketing materials for the 2021 Incremental First Lien Term Loans regarding the business, operations and financial projections of the Apex Group and the Target and its subsidiaries (collectively, the “**Confidential Information Memorandum**”) including information relating to the transactions contemplated hereunder prepared by or on behalf of the Apex Group deemed reasonably necessary by the Incremental Arrangers to complete the syndication of the 2021 Incremental First Lien Term Loans including, without limitation, using commercially reasonable efforts to provide all information and other customary marketing materials reasonably requested by the Incremental Arrangers in connection with the preparation of the Confidential Information Memorandum as soon as practicable following the date hereof and (b) the presentation of an information package for the 2021 Incremental First Lien Term Loans substantially consistent (but containing information with respect to the Target and its subsidiaries (collectively, the “**Target Group**”)) with that prepared in connection with the syndication of the Initial Term Loans (as defined in the Amended First Lien Credit Agreement) (the “**Lender Presentation**”) in virtual meetings and other communications (limited to one virtual “bank

meeting”) at times to be mutually agreed with prospective Lenders or agents in connection with the syndication of the 2021 Incremental First Lien Term Loans (including, without limitation, direct contact between senior management and representatives, with appropriate seniority and expertise, of Holdings, the Borrowers, the Company and its subsidiaries with prospective Lenders and participation of such persons in virtual meetings). You will be solely responsible for the contents of any such Confidential Information Memorandum and Lender Presentation and all other information, documentation or materials delivered to the Incremental Arrangers in connection therewith (collectively, the “**Information**”) and acknowledge that the Incremental Arrangers will be using and relying upon the Information without independent verification thereof. You agree that Information regarding the 2021 Incremental First Lien Term Loans and Information provided by you or your representatives to the Incremental Arrangers in connection with the 2021 Incremental First Lien Term Loans (including, without limitation, draft and execution versions of the First Lien Amendment, Second Lien Amendment, Loan Documents, Confidential Information Memorandum and Lender Presentation) may be disseminated to potential Lenders and other persons through one or more internet sites (including an IntraLinks, SyndTrak or other electronic workspace (the “**Platform**”)) created for purposes of syndicating the 2021 Incremental First Lien Term Loans or otherwise, in accordance with each Incremental Arranger’s standard syndication practices, and you acknowledge that none of the Incremental Arrangers or any of their respective affiliates will be responsible or liable to you or any other person or entity for damages arising from the use by others of any Information or other materials obtained on the Platform, except to the extent resulting from the gross negligence or willful misconduct of such Incremental Arranger or its affiliates, as determined by a final, non-appealable judgment of a court of competent jurisdiction.

Notwithstanding anything to the contrary contained in this Fee Letter, (a) neither the commencement of nor the completion of the syndication of the 2021 Incremental First Lien Term Loans shall constitute a condition precedent to the availability and initial funding of the 2021 Incremental First Lien Term Loans on any 2021 Incremental Closing Date, (b) you will not be required to provide any information to the extent that the provision thereof would violate any attorney-client privilege, law, rule or regulation or any confidentiality obligation binding on Holdings, the Borrowers, the Company, the Target Group and/or any of their subsidiaries or affiliates; provided that you shall provide notice to the Incremental Arrangers promptly upon obtaining knowledge that any such information is being withheld and you shall use commercially reasonable efforts to obtain the relevant consents under such obligations of confidentiality to permit the provision of such information and (c) the requirement to use commercially reasonable efforts to obtain information with respect to the Target Group will be limited to publicly-available information with respect thereto.

It is understood that in connection with your assistance described above, you will provide, and will use commercially reasonable efforts to cause all other applicable persons to provide, customary authorization letters to the Incremental Arrangers authorizing the distribution of the Information to prospective Lenders. You acknowledge that certain of the Lenders (such Lenders, “**Public-Siders**”; all other Lenders, “Private Lenders”) may have personnel that do not wish to receive Private Side Information (as defined below) and who may be engaged in investment and other market-related activities with respect to such entities’ securities . At the request of the Incremental Arrangers, you agree to prepare one additional version of the Confidential Information Memorandum and the Lender Presentation to be used by Public-Siders containing a representation that (i) none of Holdings, the Borrowers, the Company or any of their respective subsidiaries is presently the issuer of any debt or equity securities issued pursuant to a public offering or Rule 144A offering or other similar private placement and (ii) such Information does not contain Private-Side Information. “**Public-Side Information**” means information that is either (x) publicly available (or with respect to Holdings, the Borrowers, the Company and their respective subsidiaries, of a type that would be made publicly available if Holdings, the Borrowers, the Company or any of their respective subsidiaries were issuing securities pursuant to a public offering) or (y) not material non-public information (for purposes of United States federal, state or other applicable securities laws); and “**Private-**

***Side Information***” means any information that is not Public-Side Information. In addition, you will clearly designate as such all Information provided to the Incremental Arrangers by or on your behalf which contains exclusively Public-Side Information. You acknowledge and agree that the following documents may be distributed to all Lenders (including Public-Siders): (a) drafts and final versions of the First Lien Amendment and Second Lien amendment; (b) term sheets and notification of changes in the terms of the 2021 Incremental First Lien Term Loans; and (c) administrative materials prepared by the Incremental Arrangers for prospective Lenders (such as a lender meeting invitation, allocations and funding and closing memoranda).

#### SECTION 6. Titles and Roles.

It is understood and agreed that BoA will have “lead left” placement and each other Incremental Arranger will have “right” placement on all marketing materials (with DBSI appearing directly to the right of BoA on all such marketing materials) relating to the 2021 Incremental First Lien Term Loans and each will perform the duties and exercise the authority customarily performed and exercised by it in such role, including, in the case of the BoA, acting as sole manager of the physical books. It is further agreed that no other agents, co-agents, lead arrangers, bookrunners, managers or arrangers will be appointed, no other titles will be awarded and no compensation (other than that expressly contemplated in this Fee Letter) will be paid to obtain the commitments of the lenders of the 2021 Incremental First Lien Term Loans unless you and we shall so reasonably agree.

#### SECTION 7. Information.

You represent (to your knowledge with respect to the Target Group) that (i) all written Information (other than financial projections and other forward-looking information and information of a general economic or industry-specific nature) provided directly or indirectly by you to the Incremental Arrangers or the Lenders in connection with the transactions contemplated hereunder is and will be when furnished, when taken as a whole, complete and correct in all material respects and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (giving effect to all supplements and updates thereto) and (ii) the financial projections that have been or will be made available to the Incremental Arrangers or the Lenders by or on behalf of you have been and will be prepared in good faith based upon assumptions that are believed by the preparer thereof to be reasonable at the time such financial projections were prepared, it being understood and agreed that financial projections are not a guarantee of financial performance and actual results may differ from financial projections and such differences may be material. You agree that if at any time prior to the earlier of the First Lien Syndication Date and the 2021 Initial Incremental Closing Date, any of the representations in the preceding sentence would be incorrect in any material respect if the Information and financial projections were being furnished, and such representations were being made, at such time, then you will promptly supplement, or cause to be supplemented (or, with respect to Information and financial projections regarding the Target Group, use your commercially reasonable efforts to supplement), the Information and financial projections so that such representations will be correct in all material respects under those circumstances; provided that any such supplementation shall cure any breach of such representations. In arranging and syndicating the 2021 Incremental First Lien Term Loans, we will be entitled to use and rely on the Information and the financial projections without responsibility for independent verification thereof. We will have no obligation to conduct any independent evaluation or appraisal of the assets or liabilities of you, the Target Group or any other party or to advise or opine on any related solvency issues. Notwithstanding anything to the contrary contained in this Fee Letter, none of the making of any representation under this Section 7, the provision or any supplement thereto, or the accuracy of any such representation or supplement shall constitute a condition precedent to the availability and/or initial funding of the 2021 Incremental First Lien Term Loans on each 2021 Incremental Closing Date.



SECTION 8. Indemnification and Related Matters.

You agree that the provisions of Section 9.03 of the Amended First Lien Credit Agreement shall apply, *mutatis mutandis*, to each Incremental Arranger, its affiliates and controlling persons and their respective directors, officers, employees, partners, agents, advisors and other representatives.

SECTION 9. No Advisory or Fiduciary Responsibility.

As you know, each Incremental Arranger (and its affiliates and subsidiaries) is a full service financial institution engaged, either directly or through its affiliates, in a broad array of activities, including commercial and investment banking, financial advisory, market making and trading, investment management (both public and private investing), investment research, principal investment, financial planning, benefits counseling, risk management, hedging, financing, brokerage and other financial and non-financial activities and services globally. In the ordinary course of their various business activities, each Incremental Arranger (and its affiliates and subsidiaries) and funds or other entities in which such Incremental Arranger (and its affiliates and subsidiaries) invests or with which they co-invest, may at any time purchase, sell, hold or vote long or short positions and investments in securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers. In addition, each Incremental Arranger (and its affiliates and subsidiaries) may at any time communicate independent recommendations and/or publish or express independent research views in respect of such assets, securities or instruments. Any of the aforementioned activities may involve or relate to assets, securities and/or instruments of you, the Target Group and/or other entities and persons which may (i) be involved in transactions arising from or relating to the arrangement contemplated by this Fee Letter or (ii) have other relationships with you, the Target Group or their respective affiliates. In addition, each Incremental Arranger (and its affiliates and subsidiaries) may provide investment banking, commercial banking, underwriting and financial advisory services to such other entities and persons. The arrangement contemplated by this Fee Letter may have a direct or indirect impact on the investments, securities or instruments referred to in this paragraph, and employees working on the financing contemplated hereby may have been involved in originating certain of such investments and those employees may receive credit internally therefor. Although each Incremental Arranger (and its affiliates and subsidiaries) in the course of such other activities and relationships may acquire information about the transaction contemplated by this Fee Letter or other entities and persons which may be the subject of the financing contemplated by this Fee Letter, such Incremental Arranger (and its affiliates and subsidiaries) shall have no obligation to disclose such information, or the fact that such Incremental Arranger (and its affiliates and subsidiaries) is in possession of such information, to any of you or the Target Group or to use such information on your or the Target Group's behalf.

Each Incremental Arranger (and its affiliates and subsidiaries) may have economic interests that conflict with yours, the Target Group, their equity holders and/or their affiliates. You agree that each Incremental Arranger (and its affiliates and subsidiaries) will act under this Fee Letter as an independent contractor and that nothing in this Fee Letter or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between such Incremental Arranger (and its affiliates and subsidiaries) and you, the Target Group, your or their equity holders and/or your or their affiliates. You acknowledge and agree that the transactions contemplated by this Fee Letter (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between each Incremental Arranger (and its affiliates and subsidiaries), on the one hand, and Holdings and its subsidiaries, on the other, and in connection therewith and with the process leading thereto, (i) each Incremental Arranger (and its affiliates and subsidiaries) has not assumed an advisory or fiduciary responsibility in favor of you, the Target Group, your or their equity holders and/or your or their affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether such Incremental Arranger (and its affiliates

and subsidiaries) has advised, is currently advising or will advise you, the Target Group, your or their equity holders and/or your or their affiliates on other matters) or any other obligation to Holdings or the Target except the obligations expressly set forth in this Fee Letter and (ii) each Incremental Arranger (and its affiliates and subsidiaries) is acting solely as a principal and not as the agent or fiduciary of you, the Target Group, your or their management, equity holders, affiliates, creditors or any other person. You acknowledge and agree that you have consulted your own legal and financial advisors to the extent you have deemed appropriate and that you are responsible for making your own independent judgment with respect to such transactions and the process leading thereto. You agree that you will not claim that any Incremental Arranger (or its affiliates and subsidiaries) has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to you or the Target Group, in connection with such transactions or the process leading thereto. In addition, the Incremental Arrangers may employ the services of their respective affiliates in providing services and/or performing their respective obligations hereunder, and such affiliates will be entitled to the benefits afforded to the Incremental Arrangers hereunder. In addition, please note that each Incremental Arranger (and its affiliates and subsidiaries) does not provide accounting, tax or legal advice.

#### SECTION 10. Confidentiality.

Each Incremental Arranger agrees that it will treat as confidential all information provided to it hereunder by or on behalf of you, the Sponsor, the Target Group or any of your or their respective subsidiaries or affiliates; provided, however, that nothing herein will prevent any Incremental Arranger from disclosing any such information (a) pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding, or otherwise as required by applicable law or compulsory legal process (in which case such Incremental Arranger agrees to (i) inform you promptly thereof to the extent not prohibited by law and (ii) use commercially reasonable efforts to ensure that any such information so disclosed is accorded confidential treatment), (b) upon the request or demand of any regulatory authority purporting to have jurisdiction over such Incremental Arranger or any of its affiliates (in which case such Incremental Arranger shall, except with respect to any audit or examination conducted by bank accountants or any governmental, regulatory or self-regulatory authority exercising examination or regulatory authority, (i) to the extent permitted by law, rule or regulation, notify you promptly in advance thereof and (ii) use commercially reasonable efforts to ensure that any such information so disclosed is accorded confidential treatment), (c) to the extent that such information is publicly available or becomes publicly available other than by reason of improper disclosure by such Incremental Arranger, (d) to such Incremental Arranger's officers, directors, partners, members, employees, legal counsel, independent auditors and other experts or agents (collectively, its "**Representatives**") and its affiliates and their Representatives, in each case who need to know such information and have been advised of their obligation to keep such information confidential; provided that such Incremental Arranger shall be responsible for the compliance by its controlled affiliates and their respective Representatives with this paragraph; provided, further, that, unless you otherwise consent, no such disclosure shall be made by any Incremental Arranger, any of its affiliates or any of their respective Representatives to (i) any affiliate or Representative of such Incremental Arranger that is a Disqualified Lender and/or (ii) any person that is providing advisory services to the Target Group in connection with the Acquisition, in each case of clauses (i) and (ii), other than any person that is a senior employee of a Disqualified Lender or such advisory services provider in each case who is required, in accordance with industry regulations or the relevant entity's internal policies and procedures, to act in a supervisory capacity and the relevant entity's internal, legal or compliance committee members, so long as such persons do not share any such information with any individual primarily engaged in private equity, venture capital or mezzanine financing activities at such entity itself, (e) to potential and prospective Lenders (other than Disqualified Lenders), participants (other than Disqualified Lenders) and any direct or indirect contractual counterparties (other than any Disqualified Lender) to any swap or derivative transaction relating to the 2021 Incremental First Lien Term Loans (in each case under this clause (e) subject to the acknowledgment and acceptance by the relevant recipient that such information is being disseminated

on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to you and the Incremental Arrangers, including, without limitation, as set forth in the Confidential Information Memorandum or other marketing materials) in accordance with the standard syndication processes of the Incremental Arrangers or market standards for dissemination of such type of information, which shall in any event require “click through” or other affirmative action on the part of the recipient to access such confidential information and acknowledge its confidentiality obligations in respect thereof), (f) to Moody’s and S&P in connection with obtaining ratings for the 2021 Incremental First Lien Term Loans; provided that such information is supplied only on a confidential basis, (g) to market data collectors, similar service providers to the lending industry, and service providers to the Incremental Arrangers and the Lenders in connection with the administration and management of the 2021 Incremental First Lien Term Loans; provided that such information is limited to the existence of this Fee Letter and information about the 2021 Incremental First Lien Term Loans, (h) received by such person on a non-confidential basis from a source (other than you, the Sponsor, the Target or any of your or their affiliates, advisors, members, directors, employees, agents or other representatives) not known by such person to be prohibited from disclosing such information to such person by a legal, contractual or fiduciary obligation, (i) to the extent that such information was already in such Incremental Arranger’s possession or is independently developed by such Incremental Arranger or (j) for purposes of establishing a “due diligence” defense. It is understood and agreed that prior to the Closing Date (i) no Incremental Arranger may advertise or promote its role in arranging or providing any portion of the 2021 Incremental First Lien Term Loans in any public publications in the form of a “tombstone” advertisement or otherwise (including in any newspaper or other periodical) without the prior written consent of Holdings (which consent may be withheld in Holdings’ sole discretion) and (ii) no Incremental Arranger may promote its role in arranging or providing any portion of the 2021 Incremental First Lien Term Loans in any other communications, including on any website or similar place for dissemination of information on the internet, as part of a “case study” incorporated into promotional materials without the prior written consent of Holdings (which consent may be withheld in Holdings’ sole discretion). Each Incremental Arranger’s obligations under this provision shall remain in effect until the earlier of (x) two years from the Signing Date and (y) the date the definitive Loan Documents are entered into by such Incremental Arranger, at which time any confidentiality undertaking in the definitive Loan Documents shall supersede this provision.

#### SECTION 11. Miscellaneous.

You acknowledge that this Fee Letter is neither an expressed nor an implied commitment by any Incremental Arranger to act in any capacity with respect to the 2021 Incremental First Lien Term Loans or to purchase or place any loans in connection therewith.

This Fee Letter may be executed in any number of counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Fee Letter by facsimile transmission or electronic transmission (including “.pdf”, “.tif” or similar format) will be effective as delivery of a manually executed counterpart hereof. Each party further agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Fee Letter are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

This Fee Letter will be governed by and construed in accordance with the laws of the State of New York.

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Very truly yours,

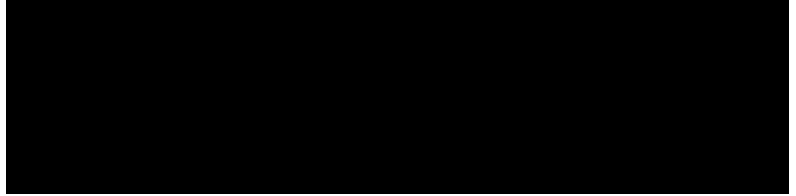
**Bank of America**

By: \_\_\_\_\_  
Name:  
Title:

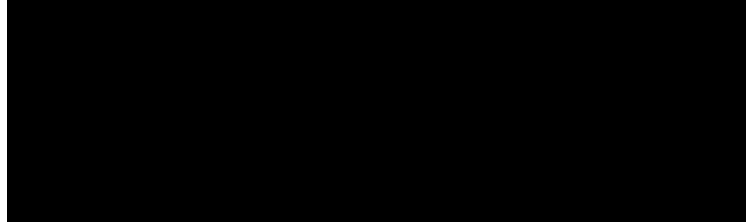


Very truly yours,

**Deutsche Bank Securities Inc.**



Title:



Title:

Very truly yours,

Bank of America

By: \_\_\_\_\_

Name:

Title:

Managing Director

Very truly yours,

**Morgan Stanley Senior Funding, Inc.**



Title: Authorized Signatory



Very truly yours,

**Morgan Stanley Senior Funding, Inc.**



Very truly yours,

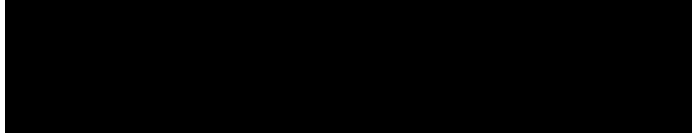
**KKR Capital Markets LLC**



Title: CFO

Very truly yours,

**KKR Corporate Lending LLC**



Very truly yours,

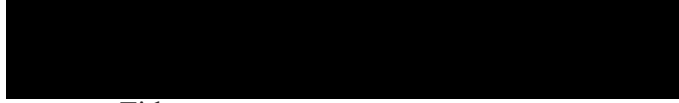
**Credit Suisse AG, London Branch**



[Fee Letter – Project Sierra]

Very truly yours,

**Credit Suisse Loan Funding LLC**



Title: Managing Director

Very truly yours,

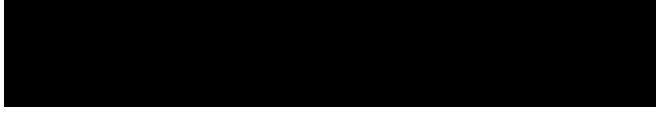
**Nomura Securities International, Inc.,**



Title: Managing Director

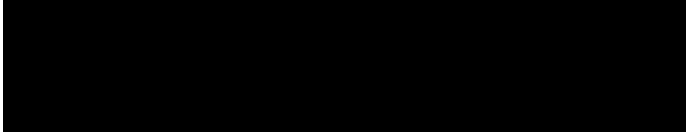
Very truly yours,

**Royal Bank of Canada,**



Accepted and agreed to as of the date first set forth above:

APEX STRUCTURED INTERMEDIATE HOLDINGS LTD.



Title: Authorized Signatory

By: \_\_\_\_\_

Name: [Redacted]  
Title: Authorized Signatory

APEX GROUP TREASURY LIMITED

By: \_\_\_\_\_

Name: [Redacted]  
Title: Manager

APEX GROUP TREASURY LLC

By: \_\_\_\_\_

Name: [Redacted]  
Title: Manager



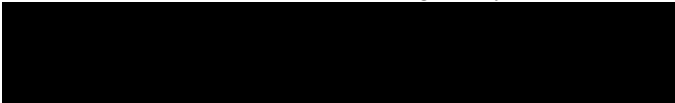
Accepted and agreed to as of the date first set forth above:

APEX STRUCTURED INTERMEDIATE HOLDINGS LTD.

By: \_\_\_\_\_

Name: Peter Hughes

Title: Authorized Signatory



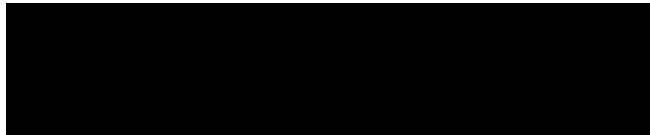
Title: Authorized Signatory

APEX GROUP TREASURY LIMITED



Title: Manager

APEX GROUP TREASURY LLC



Title: Manager