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London EC1A 1HQ

HSBC BANK PLC
8 Canada Square
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ING BANK N.V., LONDON BRANCH
8-10 Moorgate, London EC2R 6DA

BARCLAYS BANK PLC
5 The North Colonnade
London E14 4BB

CRÉDIT AGRICOLE CORPORATE AND
INVESTMENT BANK
Boardwalk House
5 Appold Street
London EC2A 2DA

THE GOVERNOR AND COMPANY
OF THE BANK OF IRELAND
Bows Bells House
1 Bread Street
London EC4M 9BE

MIZUHO BANK, LTD.
Mizuho House
30 Old Bailey
London EC4M 7AU

SUMITOMO MITSUI BANKING
CORPORATION EUROPE LIMITED
99 Queen Victoria Street
London EC4V 4EH

May 4, 2017

Greenrock Midco Limited
c/o Bridgepoint Advisers Limited
95 Wigmore Street, London
W1U 1FB
Attn: Chris Busby/Yuri Pizzasegola

Project Emerald
Amended and Restated Engagement Letter

Ladies and Gentlemen:

Reference is made to that certain Engagement Letter, dated April 19, 2017 (together with all exhibits and schedules thereto, the "Original Engagement Letter") among Greenrock Midco Limited, a limited liability company incorporated in England (the "UK Borrower" or "you"), a wholly-owned subsidiary of Greenrock Topco Limited, a limited liability company incorporated in England ("Holdings"), Greenrock Finance, Inc., a Delaware corporation (the "US Borrower" and together with the UK Borrower, the "Borrowers"), a wholly owned subsidiary of the UK Borrower, HSBC Bank plc or certain of its designated affiliates ("HSBC"), Bank of America, N.A. or certain of its designated affiliates ("BANA"), Bank of America Merrill Lynch International Limited ("BAMLI" and, together with BANA, the "BofA Arrangers", with any

reference herein to a BofA Arranger in respect of (i) the US Borrower or any loans made to it, being deemed to be a reference to BANA and (ii) the UK Borrower or any loans made to it, being deemed to be a reference to BAMLI), ING Bank N.V., London Branch (“ING”), and Barclays Bank PLC (“Barclays” and together with HSBC, the BoA Arrangers and ING, the “Original Senior Lead Arrangers”), in connection with which you and the Original Senior Lead Arrangers have, on or about April 19, 2017, entered into a First Lien Credit Agreement evidencing the Original Senior Lead Arrangers' commitment to extend the First Lien Facilities (as defined below) (the “First Lien Credit Agreement”).

Pursuant to the First Lien Credit Agreement and that certain second lien credit agreement, dated on or about April 19, 2017, you obtained (i) a new first lien senior secured term loan facility (a) denominated in US Dollars in an aggregate principal amount of up to \$720,000,000, (b) denominated in Euros in an aggregate principal amount of up to €204,200,000 and (c) denominated in Pounds Sterling in an aggregate principal amount of up to £160,000,000 (together, the “First Lien Term Loan Facility”), (ii) a new senior secured revolving credit facility in an aggregate principal amount equal to the dollar equivalent of up to \$100,000,000 (the “Revolving Facility”), (iii) a new senior secured capital expenditure and acquisition credit facility in an aggregate principal amount equal to the dollar equivalent of up to \$50,000,000 (the “Capex/Acquisition Facility” and together with the First Lien Term Loan Facility and the Revolving Facility, the “First Lien Facilities”; the Original Senior Lead Arrangers in their capacities as Lenders under the First Lien Credit Agreement, the “Original Initial Lenders”), and (iv) a new second lien senior secured term loan facility denominated in US Dollars in an aggregate principal amount of \$230,000,000 (the “Second Lien Term Loan Facility” and together with the First Lien Facilities, the “New Credit Facilities”). The New Credit Facilities will be used (i) to acquire 100% of outstanding equity interests in the company identified to you as “Emerald”, (ii) to refinance certain outstanding indebtedness of Emerald and (iii) to refinance certain indebtedness of EMT 2 Holdings Limited, a limited liability company incorporated in England (“Blue”), which is an affiliate of the Borrowers. The First Lien Facilities will be funded on the Closing Date (as defined in Exhibit A hereto) upon the satisfaction of the conditions precedent set forth in the First Lien Credit Agreement.

This engagement letter (together with all exhibits and annexes thereto, the “Engagement Letter”) amends and restates in its entirety the Original Engagement Letter and supersedes and replaces the Original Engagement Letter in its entirety. The execution and effectiveness of this Engagement Letter does not constitute a novation or termination of any obligations under the Original Engagement Letter as in effect immediately prior to the effectiveness of this Engagement Letter, and the parties hereto confirm and agree that all such obligations are in all respects continuing, as amended and restated by this Engagement Letter.

1. Titles and Roles

It is agreed that (a) each of Bank of America, N.A. and Bank of America Merrill Lynch International Limited or certain of their designated affiliates and HSBC Bank plc or certain of its designated affiliates, will act as joint global coordinators, mandated lead arrangers and joint bookrunners for the First Lien Facilities, (b) ING Bank N.V., London Branch or certain of its

designated affiliates will act as a mandated lead arranger, joint bookrunner and rating agent for the First Lien Facilities and (c) each of Barclays Bank PLC or certain of its designated affiliates, Crédit Agricole Corporate and Investment Bank or certain of its designated affiliates (“CACIB”), The Governor and Company of the Bank of Ireland or certain of its designated affiliates (the “Bank of Ireland”), Mizuho Bank, Ltd. or certain of its designated affiliates (“Mizuho”) and Sumitomo Mitsui Banking Corporation Europe Limited or certain of its designated affiliates (“SMBC”) will act as a mandated lead arranger and joint bookrunner for the First Lien Facilities (CACIB, the Bank of Ireland, Mizuho and SMBC together in such capacities, the “New Senior Lead Arrangers”; and the New Senior Lead Arrangers together with the Original Senior Lead Arrangers in such capacities, the “Senior Lead Arrangers”). It is agreed that (x) ING Bank N.V., London Branch or a certain designated affiliate thereof to act as sole administrative agent (in such capacity, the “First Lien Administrative Agent”) for the First Lien Facilities, (y) ING Bank N.V., London Branch or a certain designated affiliate thereof to act as sole administrative agent (in such capacity, the “Second Lien Administrative Agent” and together with the First Lien Administrative Agent, the “Administrative Agents”) for the Second Lien Term Loan Facility and (z) ING Bank N.V., London Branch or a certain designated affiliate thereof to act as the collateral agent (in such capacity, the “Collateral Agent”).

You agree that (a) one or more of the BofA Arrangers will have “left” placement in any and all marketing materials or other documentation used in connection with the First Lien Facilities denominated in US Dollars and the role and responsibilities customarily associated with such placement and (b) HSBC will have “left” placement in any and all marketing materials or other documentation used in connection with the First Lien Facilities denominated in Euros and Pounds Sterling and the role and responsibilities customarily associated with such placement.

In connection with the execution of this Engagement Letter, the Original Initial Lenders shall enter into Assignment and Assumptions with the New Senior Lead Arrangers (in such capacity, the “New Initial Lenders”) and the New Initial Lenders together with the Original Initial Lenders, the “Initial Lenders”) such that the aggregate commitments of the Lenders (defined below) after giving effect to such Assignment and Assumptions (including the Initial Lenders and GS Investors) shall be as set forth in Annex A hereto. We hereby consent to the use of the signature page attached hereto as Annex B, in connection with the assignments to the New Initial Lenders. The Initial Lenders may affix such signature page to each Assignment and Assumption that relates to the transactions described in this paragraph; any use of such signature page for any other purpose or for any other assignment without our consent shall be null and void.

2. Syndication

The Senior Lead Arrangers intend to syndicate the First Lien Facilities to a group of banks, financial institutions and other lenders, reasonably acceptable to you (together with the Initial Lenders, the “Lenders”); provided, the Senior Lead Arrangers will not syndicate to Disqualified Lenders (as defined in the First Lien Credit Agreement). Notwithstanding any other provision of this Engagement Letter to the contrary and notwithstanding any assignment by the Initial Lenders (but other than in connection with any assignment to any Additional Credit Party pursuant to Section 1 above or unless otherwise agreed in writing by you), (a) the Initial Lenders shall not be relieved or novated from their obligations under the First Lien Credit Agreement

(including their obligation to fund the First Lien Facilities on the Closing Date) in connection with any syndication, assignment or participation of the First Lien Facilities, including their commitments in respect thereof, until the initial funding of the First Lien Facilities on the Closing Date, (b) no assignment or novation shall become effective with respect to all or any portion of each Initial Lender's commitments in respect of the First Lien Facilities until the initial funding of the First Lien Facilities on the Closing Date and (c) each Initial Lender shall retain exclusive control over all rights and obligations with respect to its commitments in respect of the First Lien Facilities, including all rights with respect to consents, modifications, supplements and amendments, until the Closing Date.

Notwithstanding anything to the contrary contained herein, any resales or assignments of the First Lien Facilities by any Lender following the Closing Date shall be governed by the provisions of the First Lien Credit Agreement.

The Senior Lead Arrangers intend to commence syndication efforts with respect to the First Lien Facilities promptly following your execution and delivery of this Engagement Letter and, until the earlier to occur of (a) a Successful Syndication (as defined in the Fee Letter) and (b) the date that is one-hundred and twenty (120) days after the Closing Date (such period, the "Syndication Period"), you agree to assist (and to use commercially reasonable efforts to cause the Sponsor, Blue and (to the extent not in contravention of the Acquisition Documents) the Company to assist) the Senior Lead Arrangers in completing a syndication in accordance with the immediately following paragraph and reasonably satisfactory to the Senior Lead Arrangers and you. Such assistance shall include (i) using your commercially reasonable efforts to ensure that the syndication efforts benefit from your existing banking relationships and the existing lending and investment banking relationships of the Sponsor and Blue and, to the extent practical and appropriate, those of the Company, (ii) direct contact between your, Blue and the Sponsor's senior management, representatives and advisors and the proposed Lenders (and (to the extent not in contravention of the Acquisition Documents) using your commercially reasonable efforts to obtain such contact between the senior management, representatives and advisors of the Company and the proposed Lenders), (iii) your, Blue and the Sponsor's assistance (and (to the extent not in contravention of the Acquisition Documents) using your commercially reasonable efforts to cause the senior management, representatives and advisors of the Company to assist) in the preparation of confidential information memoranda customary for transactions of this type (the "Confidential Information Memorandum") for the First Lien Facilities and other customary and reasonably available marketing materials to be used in connection with the syndication of the First Lien Facilities, including the "bank case" projection model (the "Projections") and, to the extent available, (1) audited consolidated balance sheets and related statements of income and cash flows of each of Blue and, use your commercially reasonable efforts to deliver such financial information for, the Company, in each case, for the fiscal years ending December 31, 2016, December 31, 2015 and December 31, 2014, (2) if the audited financials for the fiscal year ending December 31, 2016 of the Company are delivered, unaudited consolidated balance sheets and related statements of income and cash flows of Blue and the Company, for each fiscal quarter of Blue and the Company (other than the fourth fiscal quarter) ended after the close of its most recent fiscal year and at least 60 days prior to the Closing Date, and (3) if the audited financials for the fiscal year ending December 31, 2016 of the Company are delivered, a pro forma consolidated balance sheet and related statements of income and cash flows of Holdings as

of and for the twelve-month period ending on the last day of the most recently completed four-fiscal quarter period ended at least 60 days (or 120 days in case such period is the end of Holdings fiscal year) prior to the Closing Date, prepared after giving effect to the Transaction as if the Transaction had occurred at the beginning of such period, (iv) the hosting, with the Senior Lead Arrangers, of one meeting of prospective Lenders in New York and one meeting of prospective Lenders in London, in each case at a time and location (and additional meetings as the Senior Lead Arrangers may reasonably request, including one-on-one meetings, which may be held by conference call) to be mutually agreed (and (to the extent not in contravention of the Acquisition Documents) using your commercially reasonable efforts to cause the senior management, representatives and advisors of the Company to be available for such meetings), (v) your ensuring (and, with respect to the Company and its subsidiaries, using commercially reasonable efforts to ensure) that, until the end of the Syndication Period, there shall be no other incurrences or issues of competing debt securities or commercial bank or other credit facilities of Holdings, the Borrowers and their respective subsidiaries, Blue and its subsidiaries, and the Company and its subsidiaries being offered, placed or arranged (other than (a) the New Credit Facilities (but excluding any incremental or other permitted ratio or refinancing debt under the First Lien Credit Agreement or the credit agreement with respect to the Second Lien Term Loan Facility), (b) immaterial indebtedness to remain outstanding after the Closing Date, (c) foreign working capital lines in the ordinary course of business, (d) letters of credit remaining outstanding, (e) deferred payments and compensation under the Acquisition Documents (f) the Existing Element Credit Agreement and the Existing Emerald Credit Agreement (which, for the avoidance of doubt, will be terminated on the Closing Date) and (g) other debt to be mutually agreed), which would reasonably be expected to materially impair the primary syndication of the First Lien Facilities, (vi) using commercially reasonable efforts to obtain prior to the commencement of the Marketing Period (as defined below) (provided, it is understood and agreed that nothing in this clause (vi) shall be a condition to the commencement of the Marketing Period) (x) public corporate/family ratings for the Borrowers and (y) public ratings for the First Lien Facilities from each of Moody's Investors Service, Inc. ("Moody's") and Standard & Poor's Financial Services LLC ("S&P") and (vii) provide to us (including, to the extent not in contravention of the Acquisition Documents, to use commercially reasonable efforts to cause the Company to provide to us) all reasonably available material information with respect to you, Blue, the Company and your, Blue and the Company's subsidiaries and the Transactions as the Senior Lead Arrangers may reasonably request in connection with the syndication of the First Lien Facilities. Notwithstanding anything to the contrary contained in this Engagement Letter or the Fee Letter, none of the foregoing, including without limitation the obtaining of the ratings referred to above nor the commencement or the completion of the syndication of the First Lien Facilities shall constitute a condition precedent to the initial extensions of credit on the Closing Date or at any time thereafter.

For purposes of this Engagement Letter, the "Marketing Period" shall mean a period of at least 15 consecutive business days prior to the Closing Date commencing on the date that is the earlier of (x) the receipt of information required for the Confidential Information Memorandum (other than portions thereof customarily provided by financing arrangers and limited, in the case of financial information, to the financial statements described in Section 2 of the Engagement Letter) (the "Required Bank Information") by the Senior Lead Arrangers and (y) the receipt of the Confidential Information Memorandum by the Senior Lead Arrangers. If Holdings

reasonably believes that it has delivered the Required Bank Information, Holdings may deliver to the Senior Lead Arrangers a written notice to that effect (stating when it believes it completed such delivery), in which case the Marketing Period shall be deemed to have commenced on the date specified in such notice, unless the Senior Lead Arrangers in good faith reasonably believe Holdings has not completed delivery of the Required Bank Information and, within 3 business days after the delivery of such notice by Holdings, deliver a written notice to Holdings to that effect (stating with specificity which Required Bank Information the Senior Lead Arrangers reasonably believe Holdings has not delivered to the Senior Lead Arrangers).

Subject to the second paragraph of this Section 2 and your rights of appointment of any Additional Credit Party, the Senior Lead Arrangers, in their capacity as such, will manage, in consultation with you (and subject to your rights set forth in the second and third preceding paragraphs), all aspects of the syndication, including decisions as to the selection of institutions (other than Disqualified Institutions) to be approached and when they will be approached, when the Lenders' commitments will be accepted, which Lenders (other than those not reasonably acceptable to you and Disqualified Institutions) will participate, the allocation of the commitments among the Lenders and the amount and distribution of fees among the Lenders.

You acknowledge that (a) the Senior Lead Arrangers on your behalf will make available Information (as defined below), Projections and other customary offering and marketing materials and presentations, to the proposed syndicate of Lenders by posting the information package and presentation on IntraLinks, SyndTrak or another similar electronic system or by electronic mail and (b) certain prospective Lenders may be "public side" Lenders (i.e., Lenders that have personnel that do not wish to receive material non-public information (within the meaning of the United States Federal securities laws, "MNPI") with respect to you, Holdings, Blue, the Company, your, Blue and the Company's respective subsidiaries, the respective securities of any of the foregoing or the Acquisition and who may be engaged in investment and other market-related activities with respect to such entities' securities), in each case as if you, Holdings, Blue, the Company, your, Blue and the Company's respective subsidiaries, as applicable, were public reporting companies. At the reasonable request of the Senior Lead Arrangers, you agree to assist, and (to the extent not in contravention of the Acquisition Documents) to use commercially reasonable efforts to cause the Company and its subsidiaries to assist, in the preparation of the Confidential Information Memorandum to be used in connection with the syndication of the First Lien Facilities consisting exclusively of information and documentation with respect to Blue, Blue's securities, the Company, the Company's securities and the Acquisition that is not MNPI with respect to you, Blue, the Company, your, Blue or the Company's respective affiliates, the Acquisition or any of your or their respective securities (all such information and documentation being "Public Lender Information" and with any information and documentation that is not Public Lender Information being referred to herein as "Private Lender Information"). It is understood that in connection with your assistance described above, customary authorization letters executed by Holdings will be included in any information package and presentation whereby you authorize the distribution of such information to prospective Lenders, containing "10b-5" representation and a representation by you to the Senior Lead Arrangers that the Public Lender Information does not include MNPI about you, Blue, your or Blue's subsidiaries, and with respect to the Company and its subsidiaries, to your knowledge, or the respective securities of any of the foregoing, and will contain customary language

exculpating us, our affiliates, you, the Sponsor, Blue, the Company and your, Blue and the Company's affiliates with respect to any liability related to the use of the contents of such Public Lender Information or any marketing material by the recipients thereof in violation of applicable securities laws. You acknowledge and agree that the following documents may be distributed to potential Lenders wishing to receive only the Public Lender Information (unless you promptly notify us otherwise and provided that you have been given a reasonable opportunity to review such documents): (a) the First Lien Credit Agreement; (b) administrative materials prepared by the Senior Lead Arrangers for prospective Lenders (such as a Lender meeting invitation, allocations and funding and closing memoranda (but excluding any projections)); and (c) notification of changes in the terms of the First Lien Facilities (other than any terms in the Fee Letter or any other fee letter). You also agree to identify that portion of any other Information (as defined below) as relating to you, Blue or the Company or your, Blue or the Company's subsidiaries (the "Borrower Materials") to be distributed to "public side" Lenders and that you will clearly and conspicuously mark such materials "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof. By marking Borrower Materials "PUBLIC", you shall be deemed to have authorized the Senior Lead Arrangers and the proposed Lenders to treat such Borrower Materials as not containing any MNPI with respect to you, the Company, your or its subsidiaries or the respective securities of any of the foregoing (it being understood that you shall not be under any obligation to mark the Information "PUBLIC"). You agree that, unless expressly identified as Public Lender Information, each document to be disseminated by the Senior Lead Arrangers (or the First Lien Administrative Agent) to any Lender in connection with the First Lien Facilities will be deemed to contain Private Lender Information.

3. Information

You hereby represent and warrant that, and with respect to the Company and its subsidiaries, to your knowledge that, (a) all written information, other than the Projections (as defined below), other projections, budgets, estimates, forward looking statements and information of a general economic or industry-specific nature, concerning you, Holdings, Blue or the Company or your, Blue or the Company's respective subsidiaries (the "Information"), that has been or will be made available to us by you or your representatives in connection with the transactions contemplated hereby, when taken as a whole, does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made, and (b) the Projections that have been or will be made available to us by or on behalf of you in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed by you to be reasonable at the time furnished (it being recognized by the Senior Lead Arrangers and the Initial Lenders that (i) such Projections are not to be viewed as facts or a guarantee of performance and are subject to significant uncertainties and contingencies many of which are beyond your control and (ii) no assurance can be given that any particular projections will be realized, and that actual results during the period or periods covered by any such Projections may differ from the projected results, and such differences may be material). You agree that if, at any time prior to the end of the Syndication Period, you become aware that any Information or Projections are incorrect, when taken as a whole, in any material respect if the Information or Projections were

being furnished and such representations and warranties in the first sentence of this paragraph were being made at such time, then you will use commercially reasonable efforts to promptly supplement the Information and the Projections so that (with respect to Information and Projections relating to the Company or its subsidiaries, to your knowledge) such Information and Projections, as supplemented, are correct, when taken as a whole, in all material respects, under those circumstances. The accuracy of the foregoing representations and warranties, whether or not supplemented, shall not be a condition to the obligations of any of the Initial Lenders under the First Lien Credit Agreement. You understand that in arranging and syndicating the First Lien Facilities we may use and rely on the Information and the Projections without independent verification thereof, and we do not assume responsibility for the accuracy or completeness of the Information or the Projections.

4. Fees

As consideration for the commitments of the Initial Lenders under the First Lien Credit Agreement and agreements of the Senior Lead Arrangers hereunder, you agree to pay or cause to be paid on the date when due and payable the nonrefundable compensation described in the fee letter dated April 19, 2017 and as amended and restated as of the date hereof (the “Fee Letter”) by and among you and the Senior Lead Arrangers on the terms and subject to the conditions expressly set forth therein.

5. Indemnification and Expenses

Section 10.05 of the First Lien Credit Agreement shall apply mutatis mutandis as if this Engagement Letter were a "Loan Document". In addition, if the Closing Date occurs, you agree to reimburse the Senior Lead Arrangers and their affiliates for all reasonable and reasonably documented out-of-pocket expenses (including, but not limited to, reasonable and reasonably documented out-of-pocket due diligence expenses, syndication expenses, travel expenses, and reasonable and reasonably documented out-of-pocket fees, charges and disbursements of one outside counsel to the Senior Lead Arrangers and to the extent reasonably necessary, one local counsel in each Covered Jurisdiction and each other relevant material jurisdiction to the Senior Lead Arrangers, incurred in connection with the First Lien Facilities and any related documentation (including this Engagement Letter, the Fee Letter and the First Lien Credit Agreement) or the administration, amendment, modification or waiver of any of the foregoing) in each case as reasonably agreed by you and us within thirty (30) days of written demand (including documentation reasonably supporting in detail such request) or, to the extent of such expenses and fees outstanding as of the Closing Date, on the Closing Date to the extent written demand including documentation reasonably supporting such request is provided at least two (2) business days prior to the Closing Date.

6. Sharing of Information, Absence of Fiduciary Relationship, Affiliate Activities

You acknowledge that the Senior Lead Arrangers (or their affiliates) are full service securities firms engaged in securities trading and brokerage activities as well as providing investment banking and other financial services, and each such person may from time to time (a) effect transactions for, its own or its affiliates' account or the account of customers, and hold

positions in loans, debt, equity, securities, options on loans or securities or other financial instruments (including bank loans and other obligations) of you, Blue, the Company or your, Blue or the Company's affiliates and of other companies that may be the subject of the transactions contemplated by this Engagement Letter or with which you, the Sponsor, Blue, the Company or your, Blue or the Company's subsidiaries may have commercial or other relationships or (b) provide debt financing, equity capital, investment banking, financial advisory services, securities trading, hedging, financing and brokerage activities and financial planning and benefits counseling to other companies in respect of which you may have conflicting interests. With respect to any securities and/or financial instruments so held by us, or any of our customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion. In addition, consistent with each Senior Lead Arranger's policy to hold in confidence the affairs of its customers, the Senior Lead Arrangers will not furnish information obtained from you, the Sponsor, Blue the Company or your, Blue or the Company's respective affiliates and representatives to any of their other clients (or to clients of their affiliates) or in connection with the performance by the Senior Lead Arrangers and their affiliates of services for their other clients (or for clients of their affiliates), except to the extent permitted below. You also acknowledge that the Senior Lead Arrangers and their affiliates have no obligation to use in connection with the transactions contemplated hereby, or to furnish to you, confidential information obtained from other companies or other persons.

Each of BAMLI, HSBC and/or its affiliates (each, an "Advisor") has been retained as a buy-side financial advisor to you in connection with the Transactions. You agree not to assert or allege any claim based on actual or potential conflict of interest arising or resulting from, on the one hand, the engagement of each Advisor in such capacity and our obligations hereunder, on the other hand. Additionally, you acknowledge and agree that none of us is advising you as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction (including, without limitation, with respect to any consents needed in connection with the transactions contemplated hereby). You shall consult with your own advisors concerning such matters and shall be responsible for making your own independent investigation and appraisal of the transactions contemplated hereby (including, without limitation, with respect to any consents needed in connection therewith), and we shall have no responsibility or liability to you with respect thereto. Any review by us of you, Blue, the Company, either of your or their subsidiaries, the Transactions, the other transactions contemplated hereby or other matters relating to such transactions will be performed solely for our benefit and shall not be on behalf of you or any of your affiliates.

You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you and us is intended to be or has been created in respect of any of the transactions contemplated by this Engagement Letter, irrespective of whether we or our affiliates have advised or are advising you on other matters, (b) we, on the one hand, and you, on the other hand, have an arms-length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty on our part, (c) in connection therewith and with the process leading to the Transactions, each Senior Lead Arranger and its affiliates (as the case may be) are acting solely as a principal and not as agents or fiduciaries of you or any other person, (d) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and

conditions of the transactions contemplated by this Engagement Letter, (e) you have consulted legal, accounting, regulatory and tax advisors to the extent you deemed appropriate and you are not relying on the Senior Lead Arrangers for such advice, (f) you have been advised that we and our affiliates are engaged in a broad range of transactions that may involve interests that differ from your and your affiliates' interests and that we and our affiliates have no obligation to disclose such interests and transactions to you and your affiliates by virtue of any fiduciary, advisory or agency relationship and (g) none of the Senior Lead Arrangers or their respective affiliates has any obligation to you or your affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein or in any other express writing executed and delivered by such Senior Lead Arranger and the Borrowers.

You further acknowledge and agree that you are responsible for making your own independent judgment with respect to the transactions contemplated by this Engagement Letter and the process leading thereto. You waive, to the fullest extent permitted by law, any claims you may have against the Senior Lead Arrangers for breach of fiduciary duty or alleged breach of fiduciary duty and agree that the Senior Lead Arrangers shall not have any liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of you, including your stockholders, employees or creditors.

7. Confidentiality

This Engagement Letter, the Fee Letter and the First Lien Credit Agreement are delivered to you on the understanding that none of this Engagement Letter, the Fee Letter, the First Lien Credit Agreement or any of their respective terms shall be disclosed, to any other person except (a) you and your and its respective officers, directors (or comparable person), employees, affiliates, attorneys, accountants, agents and advisors on a confidential and need to know basis, (b) the Company and attorneys, accountants, agents and advisors on a confidential and need to know basis (provided that any disclosure of the Fee Letter or its terms or substance to the Company under this clause (b) shall be, prior to the consummation of the Transactions, redacted in respect of (x) the amounts, percentages and basis points of compensation set forth therein and (y) any other provisions therein (including the "market flex" provisions) relating to the pricing and other economic terms of the First Lien Facilities), (c) in any legal, judicial or administrative proceeding or as otherwise required by applicable law, rule or regulation (including the Engagement Letter (but not the Fee Letter, other than the aggregate fee amount, unless required in any public or regulatory filing or in any proxy statement, prospectus, offer to purchase or exchange, offering memorandum or offering circular, after consultation with the Senior Lead Arrangers, in which case you shall provide only a version redacted in a customary manner after review by counsel to the Senior Lead Arrangers, unless an unredacted version is requested or required in any public or regulatory filing or in any proxy statement, prospectus, offer to purchase or exchange, offering memorandum or offering circular, after consultation with the Senior Lead Arrangers, in which case an unredacted version may be provided), including without limitation, any applicable rules of any national securities exchange and/or applicable federal securities laws in connection with any filings relating to the Transactions) or as requested by a governmental authority (in which case you agree, to the extent permitted by law, rule or regulation, to inform us promptly thereof), (d) in connection with the exercise of any remedy or

enforcement of any right under this Engagement Letter, the Fee Letter, or the First Lien Credit Agreement, (e) this Engagement Letter and the First Lien Credit Agreement (but not the Fee Letter or the contents thereof other than the existence thereof and the aggregate amount of fees paid or payable thereunder as part of projections, pro forma information and a generic disclosure of aggregate sources and uses) may be disclosed to potential Lenders and to any rating agency in connection with the Transactions, (f) the aggregate fee amounts paid or payable under the Fee Letter may be disclosed in financial statements, (g) the Engagement Letter, the Fee Letter and the First Lien Credit Agreement (and the contents of each thereof) to any potential Additional Credit Party on a confidential basis and (h) the Engagement Letter, the Fee Letter and the First Lien Credit Agreement (and the contents of each thereof) may be disclosed as required by the UK Takeover Code or the Takeover Panel in connection with the Acquisition (as defined in the First Lien Credit Agreement).

Each Senior Lead Arranger shall treat confidentially all information delivered to such Senior Lead Arranger by you, the Company or your or its respective affiliates and representatives in connection with the Transactions and only use such information for the purposes of providing the services contemplated by this Engagement Letter; provided, however, that nothing herein shall prevent such Senior Lead Arranger from disclosing any such information (a) to rating agencies in connection with obtaining the ratings described above, (b) to any Lenders or participants or prospective Lenders or participants (other than Disqualified Institutions), (c) in any legal, judicial, or administrative proceeding or other compulsory process or otherwise as required by applicable law, rule or regulations or as requested by a governmental authority (in which case such Senior Lead Arranger shall promptly notify you, in advance, to the extent permitted by law, rule or regulation, except with respect to any audit or examination conducted by bank accountants or any governmental bank regulatory authority exercising examination or regulatory authority, in which case, promptly notify you, in advance, to the extent lawfully permitted to do so), (d) upon the request or demand of any governmental or regulatory authority having jurisdiction over such Senior Lead Arranger or any of its affiliates or upon the good faith determination by counsel that such information should be disclosed in light of ongoing oversight or review of such Senior Lead Arranger by any governmental or regulatory authority having jurisdiction over such Senior Lead Arranger or its affiliates (in which case such Senior Lead Arranger shall, except with respect to any audit or examination conducted by bank accountants or any governmental bank regulatory authority exercising examination or regulatory authority, promptly notify you, in advance, to the extent lawfully permitted to do so), (e) to the officers, directors, employees, legal counsel, independent auditors, professionals and other experts or agents of any Senior Lead Arranger (collectively, “Representatives”) on a “need-to-know” basis and who are informed of the confidential nature of such information and agree to keep information of this type confidential, (f) to any of its affiliates related funds, and managed accounts and Representatives of its affiliates related funds, and managed accounts on a “need-to-know” basis (provided, that any such affiliate or Representative is advised of its obligation to retain such information as confidential, and such Senior Lead Arranger shall be responsible for the compliance of its affiliates and Representatives of its affiliates with this paragraph) solely in connection with the First Lien Facilities and the related Transactions and matters reasonably related thereto, (g) to the extent any such information becomes publicly available other than by reason of disclosure by any Senior Lead Arranger, its affiliates or Representatives in breach of this Engagement Letter or other obligation of confidentiality owed to you, the Company or their

respective affiliates, (h) for purposes of establishing a “due diligence” defense, (i) to the extent that such information is received by such Senior Lead Arranger or its Representatives from a third party that is not known (after due inquiry) by such Senior Lead Arranger to be subject to applicable confidentiality obligations to you or your affiliates, the Sponsor or the Company or its affiliates and (j) to enforce their respective rights or remedies hereunder or under the Fee Letter or the definitive documents for the First Lien Facilities; provided, that the disclosure of any such information to any Lenders or prospective Lenders or participants referred to above shall be made subject to the acknowledgment and acceptance by such Lender or prospective Lender or participant 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 such Senior Lead Arranger, including, without limitation, as agreed in any confidential information memorandum or other marketing materials) in accordance with the standard syndication processes of such Senior Lead Arranger or customary market standards for dissemination of such type of information, in the event of any electronic access through Intralinks, another website or similar electronic system or platform, which shall in any event require “click through” or other affirmative action on the part of the recipient to access such information and acknowledge its confidentiality obligations in respect thereof, in each case on terms reasonably acceptable to you. Each Senior Lead Arranger’s obligations under this paragraph shall automatically terminate and be superseded by the confidentiality provisions in the First Lien Credit Agreement upon the execution and delivery thereof and shall in any event terminate two (2) years after the date hereof.

8. Miscellaneous

This Engagement Letter shall not be assignable by any party thereto (except (a) by you to Blue or one or more of your affiliates that is a newly formed “shell” company that is incorporated in any jurisdiction of the United States of America or England and is controlled, directly or indirectly, by the Sponsor to effect the consummation of the Acquisition and (b) by each of HSBC Bank plc, Bank of America, N.A., Bank of America Merrill Lynch International Limited, Barclays Bank PLC, ING Bank N.V., London Branch, CACIB, the Bank of Ireland, Mizuho and SMBC to their respective affiliates) without the prior written consent of the Senior Lead Arrangers (and any purported assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto and the indemnified persons and is not intended to and does not confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and the indemnified persons to the extent expressly set forth herein, except to the extent that you and we otherwise agree in writing and is not intended to create a fiduciary relationship among the parties hereto. This Engagement Letter may not be amended or waived except by an instrument in writing signed by you and the Senior Lead Arrangers.

This Engagement 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 signature page of this Engagement Letter by facsimile or other electronic transmission (e.g., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart hereof. Subject to the limitations set forth in the section entitled “Syndication” above, the Senior Lead Arrangers may perform the duties and activities described hereunder through any of their affiliates (other than any Excluded Party or Disqualified Institution) and the

provisions of the third paragraph immediately preceding this paragraph shall apply with equal force and effect to any of such affiliates so performing any such duties or activities.

Sections 10.14, 10.15 and 10.22 of the First Lien Credit Agreement shall apply mutatis mutandis as if this Engagement Letter were a "Loan Document".

You and we agree that service of any process, summons, notice or document by registered mail addressed to any of the parties hereto at the applicable addresses above shall be effective service of process for any suit, action or proceeding brought in any such court. Within ten (10) business days after the start of syndication you will have appointed an authorized agent (the "Authorized Agent") (and shall have provided reasonably satisfactory written evidence of such appointment to the Senior Lead Arrangers) upon whom process may be served in any such action arising out of or based on this Commitment Letter or the transactions contemplated hereby which may be instituted in any New York court. Service of process upon the Authorized Agent and written notice of such service to you shall be deemed, in every respect, effective service of process upon you. You and we hereby irrevocably and unconditionally waive, to the fullest extent you and we may legally and effectively do so, any objection to the laying of venue of any such suit, action or proceeding brought in any court in accordance with clause (a) of the first sentence of this paragraph and any claim that any such suit, action or proceeding has been brought in any inconvenient forum.

The syndication, assistance, compensation, reimbursement, indemnification, jurisdiction, waiver of jury trial, service of process, venue, governing law, sharing of information, no agency or fiduciary duty, and confidentiality provisions contained herein (or incorporated herein by reference) and in the Fee Letter shall remain in full force and effect regardless of whether definitive financing documentation shall be executed and delivered or the Transactions consummated and notwithstanding the termination of this Engagement Letter or the First Lien Credit Agreement. You may terminate any Senior Lead Arranger's commitments hereunder in whole (but not in part) at any time subject to the provisions of the preceding sentence and the terms of the Fee Letter.

The Senior Lead Arrangers hereby notify you that, pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (the "PATRIOT Act"), they are required to obtain, verify and record information that identifies the Borrowers and each Guarantor, which information includes names, addresses, tax identification numbers and other information that will allow each of the Senior Lead Arrangers and each Lender to identify the Borrowers and each Guarantor in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective for the Senior Lead Arrangers, each Lender and each prospective Lender.

Notwithstanding anything to the contrary contained herein or in the Fee Letter or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Senior Lead Arranger that is an EEA Financial Institution (as defined in the First Lien Credit Agreement) arising hereunder or thereunder, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA

Resolution Authority (as defined in the First Lien Credit Agreement) and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers (as defined in the First Lien Credit Agreement) by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any Senior Lead Arranger that is an EEA Financial Institution; and

(b) the effects of any Bail-in Action (as defined in the First Lien Credit Agreement) on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Engagement Letter or the Fee Letter; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms of this Engagement Letter by returning to us an executed counterpart hereof.

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We are pleased to have been given the opportunity to assist you in connection with this important financing.

Very truly yours,

HSBC BANK PLC

By  _____

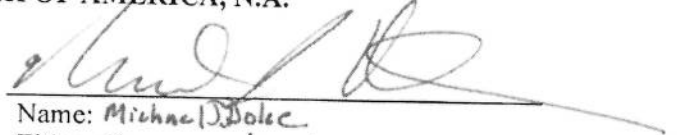
Name:

Title:

Sandeep Bose-Mallick
Director

BANK OF AMERICA, N.A.

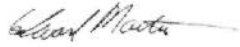
By

A handwritten signature in black ink, appearing to read "Michael J. Dolec", written over a horizontal line.



Name: Michael J. Dolec

Title: Managing Director

**BANK OF AMERICA MERRILL LYNCH
INTERNATIONAL LIMITED**

By 
Name: Edward Martin
Title: Managing Director.

ING BANK N.V., LONDON BRANCH

By  
Name: Alexander Damm Samir Cook
Title: VP VP

BARCLAYS BANK PLC

By



Name:


Sinead Harris

Title:

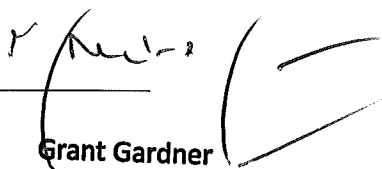
Managing Director

**CRÉDIT AGRICOLE CORPORATE AND
INVESTMENT BANK**

By

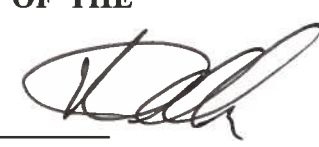



Name: PAUL ANDERSEN
Title: DIRECTOR


Grant Gardner
Managing Director
UK Leveraged Finance
Credit Agricole CIB

**THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND**

By



Name:

Title:

PETER O'CONNOR
AUTHORISED SIGNATORY

PAUL KELLY

AUTHORISED
SIGNATORY

MIZUHO BANK, LTD.

By

Name:

LVC JULIA

Title:

DIRECTOR

**SUMITOMO MITSUI BANKING
CORPORATION EUROPE LIMITED**



By

Handwritten signature in Japanese characters, likely reading 'Tomohito Shinozaki'.

Name:
Title:

Adam Bouma
Assistant General Manager

Tomohito Shinozaki
Manager

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

GREENROCK MIDCO LIMITED,
as the UK Borrower



By: _____

Name: Joseph Wetz

Title: Director

PROJECT EMERALD

First Lien Facilities
Transaction Summary

Capitalized terms used but not defined in this Exhibit A shall have the meanings set forth in the letter to which this Exhibit A is attached.

The Sponsor and certain other investors designated by Sponsor (together with the Sponsor, collectively, the “Investors”) intend, directly or indirectly, to acquire a company previously identified to you as “Emerald”, (the “Company”) and its subsidiaries (together, the “Target Group”), substantially on the terms set forth in the Rule 2.7 Announcement. In connection therewith:

(a) Greenrock Bidco Limited, a limited liability company incorporated in England, a direct wholly-owned subsidiary of the Borrowers, will acquire the Company (the “Acquisition”) substantially on the terms set forth in the Rule 2.7 Announcement, made on or about April 19, 2017 (the “Rule 2.7 Announcement” and together with the scheme documents and other documentation governing the Acquisition, the “Acquisition Documents”).

(b) The Investors, directly or indirectly, will contribute an amount in cash to Holdings (which will subsequently contribute such amount to the UK Borrower as common capital) as common equity, preference shares, PECs or other similar instruments as the Sponsor may determine (provided that any Equity Contribution in a manner other than common equity will be on terms and conditions and pursuant to documentation reasonably satisfactory to the Senior Lead Arrangers), which will constitute immediately after giving effect to the Acquisition, in the aggregate not less than £200,000,000 (the “Equity Contribution”); provided that immediately upon the consummation of the Acquisition, the Sponsor will hold, directly or indirectly, the power to vote, or direct the voting of, Equity Interests constituting no less than 50.1% of the aggregate amount of the issued and outstanding equity of Holdings.

(c) Substantially simultaneously with the Acquisition substantially all existing third party debt for borrowed money of the Company and its subsidiaries, if any, will be refinanced, commitments related thereto will be terminated and security interests or guaranties provided in connection therewith will be terminated or released (the “Emerald Refinancing”).

(d) Upon consummation of the Acquisition, (i) (x) TopCo will contribute the equity of Holdings to its wholly owned subsidiary, Element Materials Technology Limited, a limited liability company incorporated in England (“EMTL”) whereupon (y) EMTL will contribute the equity of Holdings to its wholly owned subsidiary, EMT 2 Holdings Limited, a limited liability company incorporated in England (“Blue”) (clauses (x) and (y) together, the “Contribution”) and (ii) substantially simultaneously with the Contribution, substantially all existing third party debt for borrowed money of Blue and

its subsidiaries (including the Existing Element Credit Agreement), if any, will be refinanced, commitments related thereto will be terminated and security interests or guaranties provided in connection therewith will be terminated or released (the “Blue Refinancing” and together with the Emerald Refinancing, the “Refinancings”).

(e) The proceeds of (x) the Equity Contribution, (x) a portion of the Revolving Facility, the First Lien Term Loan Facility and the Second Lien Term Loan Facility and/or (y) cash on hand at each of Blue and its subsidiaries and the Company and its subsidiaries on the Closing Date will be applied to fund the Acquisition and the Refinancings and to pay the fees, premiums, expenses and other transaction costs incurred in connection with the Transactions (as defined below), including those amounts set forth in the Fee Letter (the “Transaction Costs”) and the Revolving Facility may only be drawn on the Closing Date (x) any ordinary course working capital requirements of the Company and its subsidiaries on the Closing Date (in an aggregate amount for this clause (x) not to exceed \$10 million), (y) to fund OID and/or upfront fees required to be paid by the Fee Letter pursuant to “market flex” provisions of the Fee Letter and (z) to backstop or replace or cash collateralize letters of credit outstanding on the Closing Date (the foregoing pursuant immediately preceding clauses (x), (y) and (z), “Permitted Initial Revolving Extensions of Credit”).

The transactions described above are collectively referred to herein as the “Transactions”. For purposes of the Engagement Letter and the Fee Letter, the “Closing Date” shall mean the date of the satisfaction or waiver of the conditions precedent in Section 4.02 of the First Lien Credit Agreement, the funding of the First Lien Facilities, and the consummation of the Acquisition.

USD Term B Commitment

| <u>Lender</u> | <u>Initial USD Term B Commitment</u> | <u>Pro Rate Share of Initial USD Term B Loan</u> |
|---|--------------------------------------|--|
| Bank of America Merrill Lynch International | \$115,967,796.23 | 16.11% |
| HSBC Bank plc | \$115,967,796.23 | 16.11% |
| ING Bank N.V., London Branch | \$57,983,898.11 | 8.05% |
| Barclays Bank plc | \$57,983,898.11 | 8.05% |
| Crédit Agricole Corporate and Investment Bank | \$27,982,252.95 | 3.89% |
| The Governor and Company of the Bank of Ireland | \$20,350,729.41 | 2.83% |
| Mizuho Bank, Ltd. | \$16,789,351.76 | 2.33% |
| Sumitomo Mitsui Banking Corporation Europe Limited | \$16,789,351.76 | 2.33% |
| Broad Street Senior Credit Partners, L.P. | \$82,786,744.84 | 11.50% |
| Broad Street Senior Credit Partners Offshore, L.P. | \$12,621,417.46 | 1.75% |
| Broad Street Loan Partners III Offshore, L.P. | \$10,125,000.00 | 1.41% |
| Broad Street Loan Partners 2013 Onshore L.P. | \$18,932,635.12 | 2.63% |
| Broad Street Loan Partners 2013 L.P. | \$9,717,349.08 | 1.35% |
| Broad Street Loan Partners 2013 Europe L.P. | \$43,287,550.91 | 6.01% |
| Broad Street Credit Investments LLC | \$58,791,229.75 | 8.17% |
| Broad Street London Partners #1, L.P. | \$12,720,385.21 | 1.77% |
| Broad Street London Partners #2, L.P. | \$8,480,256.81 | 1.18% |
| Broad Street Credit Holdings LLC | \$14,712,719.99 | 2.04% |
| MPS Investments S.à r.l. | \$10,166,730.14 | 1.41% |
| BCSSS Investments S.à r.l. | \$7,842,906.13 | 1.09% |
| Total: | \$720,000,000 | 100% |

EUR Term B Commitment

| <u>Lender</u> | <u>Initial EUR Term B Commitment</u> | <u>Pro Rate Share of Initial EUR Term B Loan</u> |
|--|--------------------------------------|--|
| Bank of America Merrill Lynch International | €55,094,913 | 27.0% |
| HSBC Bank plc | €55,094,913 | 27.0% |
| ING Bank N.V., London Branch | €27,547,456 | 13.5% |
| Barclays Bank plc | €27,547,456 | 13.5% |
| Crédit Agricole Corporate and Investment Bank | €13,294,034 | 6.5% |
| The Governor and Company of the Bank of Ireland | €9,668,388 | 4.7% |
| Mizuho Bank, Ltd. | €7,976,420 | 3.9% |
| Sumitomo Mitsui Banking Corporation Europe Limited | €7,976,420 | 3.9% |
| Total: | €204,200,000 | 100% |

GBP Term B Commitment

| <u>Lender</u> | <u>Initial GBP Term B Commitment</u> | <u>Pro Rate Share of Initial GBP Term B Loan</u> |
|--|--------------------------------------|--|
| Bank of America Merrill Lynch International | £29,836,040 | 18.6% |
| HSBC Bank plc | £29,836,040 | 18.6% |
| ING Bank N.V., London Branch | £14,918,020 | 9.3% |
| Barclays Bank plc | £14,918,020 | 9.3% |
| Crédit Agricole Corporate and Investment Bank | £20,016,481 | 12.5% |
| The Governor and Company of the Bank of Ireland | £18,775,623 | 11.7% |
| Mizuho Bank, Ltd. | £15,849,888 | 9.9% |
| Sumitomo Mitsui Banking Corporation Europe Limited | £15,849,888 | 9.9% |
| Total: | £160,000,000 | 100% |

Revolving Commitment

| <u>Lender</u> | <u>Revolving Commitment (Dollar Equivalent)</u> | <u>Pro Rate Share of Revolving Commitment</u> |
|---|---|---|
| Bank of America Merrill Lynch International | \$25,000,000 | 25.0% |
| HSBC Bank plc | \$16,500,000 | 16.5% |
| ING Bank N.V., London Branch | \$20,500,000 | 20.5% |
| Barclays Bank plc | \$0 | 0% |
| Crédit Agricole Corporate and Investment Bank | \$13,000,000 | 13.0% |
| The Governor and Company of the Bank of Ireland | \$9,000,000 | 9.0% |
| Mizuho Bank, Ltd. | \$8,000,000 | 8.0% |
| Sumitomo Mitsui Banking Corporation Europe Limited | \$8,000,000 | 8.0% |
| Total: | \$100,000,000 | 100% |

Capex/Acquisition Commitment

| <u>Lender</u> | <u>Capex/Acquisition Commitment (Dollar Equivalent)</u> | <u>Pro Rate Share of Capex/Acquisition Commitment</u> |
|---|---|---|
| Bank of America Merrill Lynch International | \$0 | 0% |
| HSBC Bank plc | \$8,500,000 | 17.0% |
| ING Bank N.V., London Branch | \$0 | 0% |
| Barclays Bank plc | \$12,500,000 | 25.0% |
| Crédit Agricole Corporate and Investment Bank | \$9,000,000 | 18.0% |
| The Governor and Company of the Bank of Ireland | \$6,000,000 | 12.0% |
| Mizuho Bank, Ltd. | \$7,000,000 | 14.0% |
| Sumitomo Mitsui Banking Corporation Europe Limited | \$7,000,000 | 14.0% |
| Total: | \$50,000,000 | 100% |

Consented to: GREENROCK FINANCE, INC., as Borrower Representative



By:

Name: Joseph Wetz

Title: Director