

Private and Strictly Confidential

January 18, 2021

Sutton Holdings Investments, Ltd.
c/o Sixth Street
2100 McKinney Ave, Suite 1500
Dallas, Texas 75201
Attention: Michael Muscolino;
Joshua Peck;
Sixth Street Legal

Ladies and Gentlemen:

This letter agreement (this “Letter Agreement”) sets forth the commitments of TSSP Adjacent Opportunities Partners, L.P., TSSP Adjacent Opportunities Partners (A), L.P., TSSP Adjacent Opportunities Partners (B), L.P., TSSP Adjacent Opportunities Partners (C), L.P., TSSP Adjacent Opportunities Partners (D), L.P., TSSP Adjacent Opportunities Partners (E), L.P., TSSP Adjacent Opportunities Partners (F), L.P., Super TAO MA, L.P., Super TAO Contingent MA, L.P., Knight TAO, L.P. and PSERS TAO Partners Parallel Fund, L.P. (collectively, and joint and severally bound by this Letter Agreement, the “Fund”), subject to the terms and conditions set forth herein, to purchase, directly or indirectly, certain equity interests of Sutton Holdings Investments, Ltd. (“Parent”). It is contemplated that, pursuant to that certain Agreement and Plan of Merger (as amended, restated, supplemented or otherwise modified from time to time, the “Transaction Agreement”), dated as of the date hereof, by and among Parent, Sutton Holdings Merger Sub, L.P. (“Merger Sub”), Hopmeadow Holdings, LP (the “Company”) and Hopmeadow Holdings GP LLC, solely in its capacity as the representative for the LP Unitholders, Parent will acquire one hundred percent (100%) of the issued and outstanding partnership units of the Company consisting of uncertificated common limited partner interests of the Company and the general partner interest of the Company held by the General Partner (the “Transaction”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Transaction Agreement.

1. Commitments. The Fund hereby commits (its “Commitment”), subject to the terms and conditions set forth herein, that, at or prior to the Closing, it shall purchase, or shall cause the purchase of, directly or indirectly through one or more intermediate entities, equity securities of Parent with an aggregate purchase price equal to \$2,130,000,000 (the “Cap”). Notwithstanding anything to the contrary in this Letter Agreement, this Letter Agreement may not be enforced against the Fund without giving effect to the Cap. The Commitment, subject to the Cap, will be used to (a) fund all amounts required to be paid by Parent at the Closing pursuant to either Section 3.02 or Section 3.03, as applicable of the Transaction Agreement and (b) pay all costs and expenses required to be paid by Parent pursuant to the Transaction Agreement.

2. Conditions. The Fund’s Commitment shall be subject only to (a) the satisfaction or waiver of each of the conditions to Parent’s and Merger Sub’s obligations to effect the Closing set forth in Section 9.02 of the Transaction Agreement (in each case, other than any conditions that by their nature are to be satisfied at the Closing, but subject to the prior or substantially concurrent

satisfaction or waiver of such conditions) and (b) the substantially simultaneous consummation of the Transaction in accordance with the terms of the Transaction Agreement. If the amount required to be paid pursuant to the Transaction Agreement is less than the Fund's Commitment, its Commitment hereunder will be reduced on a dollar for dollar basis accordingly.

3. Limited Guarantee. Concurrently with the execution and delivery of this Letter Agreement, the Fund is executing and delivering to the Company a limited guarantee related to certain of Parent's obligations under the Transaction Agreement (the "Limited Guarantee"). Other than (a) with respect to the Company's rights pursuant to clause (b) of Section 5 hereof and (b) the Company's rights against Parent and/or Merger Sub pursuant to the Transaction Agreement, the Company's right to assert any Retained Claim (as defined in the Limited Guarantee) against the Non-Recourse Party(ies) (as defined in the Limited Guarantee) against which such Retained Claim may be asserted pursuant to Section 8 of the Limited Guarantee and the Company's remedies against the Fund under the Limited Guarantee shall be, and are intended to be, the sole and exclusive direct or indirect remedies available to the Company and its security holders and Affiliates against the Fund or any other Non-Recourse Party (against which a Retained Claim may be asserted pursuant to Section 8 of the Limited Guarantee) in respect of any liabilities or obligations arising under, or in connection with, the Transaction Agreement or the transactions contemplated thereby or the negotiation thereof, including, without limitation, in the event Parent breaches its obligations under the Transaction Agreement, whether or not such breach is caused by the Fund's breach of its obligations under this Letter Agreement.

4. Parties in Interest; Third Party Beneficiaries. The parties hereto hereby agree that their respective agreements and obligations set forth herein are solely for the benefit of the other party hereto and its respective successors and permitted assigns, in accordance with and subject to the terms of this Letter Agreement, and this Letter Agreement is not intended to, and does not, confer upon any Person other than the parties hereto and their respective successors and permitted assigns any benefits, rights or remedies under or by reason of, or any rights to enforce or cause Parent to enforce, the obligations set forth herein; provided, that (a) the Company is an express third-party beneficiary of this Letter Agreement and shall have the enforcement rights provided in clause (b) of Section 5 of this Letter Agreement and no others, and (b) any Non-Recourse Party may rely on and enforce the provisions of Section 3 hereof.

5. Enforceability. This Letter Agreement may only be enforced by (a) Parent at the direction of the Fund or (b) the Company, solely pursuant to the Company's right to seek specific performance of Parent's obligation to enforce the Fund's obligation to fund its Commitment in accordance with the terms hereof, pursuant to, and subject to, and solely in accordance with, the terms and conditions of Section 12.13 of the Transaction Agreement and the rights set forth herein. To the extent the Company is entitled to specific performance under Section 12.13 of the Transaction Agreement, the Fund (i) acknowledges that irreparable harm would occur in the event the provisions of this Letter Agreement and the Transaction Agreement were not performed, (ii) waives (A) any defenses in any action for specific performance, including, without limitation, the defense that a remedy at Law would be adequate and (B) any requirement under any Law to post a bond or other security as a prerequisite to obtaining equitable relief and (iii) agrees not to assert that a remedy of specific performance or other equitable relief is unenforceable, invalid, contrary to Law or equity for any reason. Neither Parent's creditors nor any other Person (other than the

Company to the extent provided herein) shall have any right to enforce this Letter Agreement or to cause Parent to enforce this Letter Agreement.

6. No Modification; Entire Agreement. This Letter Agreement may not be amended or otherwise modified without the prior written consent of Parent, the Fund and the Company. Together with the Transaction Agreement, the Limited Guarantee and the Confidentiality Agreement, this Letter Agreement constitutes the sole agreement, and supersedes all prior agreements, understandings and statements, written or oral, between the Fund or any of its Affiliates, on the one hand, and Parent or any of its Affiliates, on the other, with respect to the transactions contemplated hereby. Except as expressly permitted in Section 2 and Section 11 hereof, no transfer of any rights or obligations hereunder shall be permitted without the consent of Parent, the Fund and the Company. Any transfer in violation of the preceding sentence shall be null and void.

7. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial.

(a) This Letter Agreement shall in all respects be governed by, and construed in accordance with, the Laws of the State of Delaware.

(b) Each party hereto irrevocably and unconditionally submits for itself and its property in any Action arising out of or relating to this Letter Agreement, the transactions contemplated by this Letter Agreement, the formation, breach, termination or validity of this Letter Agreement or the recognition and enforcement of any judgment in respect of this Letter Agreement, to the exclusive jurisdiction of the Delaware Court of Chancery, New Castle County, or to the extent such court declines jurisdiction, first to any federal court, or second to any state court, each located in Wilmington, Delaware, and appellate courts having jurisdiction of appeals from any of the foregoing, and all claims in respect of any such Action shall be heard and determined in such Delaware courts or, to the extent permitted by Law, in such federal court. Each party hereto agrees that a judgment in any such Action may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(c) Any such Action may and shall be brought in such courts and each of the parties hereto irrevocably and unconditionally waives any objection that it may now or hereafter have to the venue or jurisdiction of any such Action in any such court or that such Action was brought in an inconvenient court and shall not plead or claim the same.

(d) Service of process in any Action may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 13.

(e) Nothing in this Letter Agreement shall affect the right to effect service of process in any other manner permitted by the Laws of the State of Delaware.

(f) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS LETTER AGREEMENT, OR ITS PERFORMANCE UNDER OR THE ENFORCEMENT OF THIS LETTER AGREEMENT.

8. Counterparts. This Letter Agreement may be executed in one (1) or more counterparts, and by the different parties to each such agreement in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Letter Agreement by facsimile or by electronic delivery in PDF format shall be as effective as delivery of a manually executed counterpart of any such Letter Agreement.

9. Confidentiality. This Letter Agreement shall be treated as confidential and is being provided to Parent and the Company solely in connection with the Transaction. This Letter Agreement may not be used, circulated, quoted or otherwise referred to in any document by Parent or the Company except with the prior written consent of the Fund in each instance; provided, that no such written consent is required for any disclosure of this Letter Agreement (a) to the extent required by applicable Law (provided, that Parent or the Company, as applicable, will provide the Fund an opportunity to review such required disclosure in advance of such public disclosure being made), (b) in connection with the enforcement of Parent's rights or the Company's rights or (c) to Parent's Representatives or the Company's Representatives, in either case, who need to know of the existence or terms of this Letter Agreement.

10. Termination. The obligation of the Fund under or in connection with this Letter Agreement will terminate automatically and immediately upon the earliest to occur of (a) the Closing (including the payment of the amounts payable by Parent under Section 3.02 of the Transaction Agreement), at which time all such obligations shall be discharged, (b) the valid termination of the Transaction Agreement pursuant to, and in accordance with, its terms, (c) the Company or any of its controlled Affiliates, or any Person acting on behalf of any of the foregoing, filing a claim in a legal proceeding before a Governmental Authority against the Fund or any Non-Recourse Party under or in connection with either the Limited Guarantee or the Transaction Agreement, other than any claim by the Company asserting any Retained Claim against any Non-Recourse Party(ies) against which such Retained Claim may be asserted pursuant to Section 8 of the Limited Guarantee or (d) the Company or any of its Affiliates, or any Person claiming by, through or for the benefit of any of the foregoing, accepting all or any portion of the Termination Fee and any Recovery Costs pursuant to the Transaction Agreement or accepting any payment from the Guarantor (as defined in the Limited Guarantee) under the Limited Guarantee in respect of such obligations.

11. No Assignment. The Commitment evidenced by this Letter Agreement shall not be assignable, in whole or in part, by Parent without the prior written consent of the Fund and the Company, and the granting of such consent in a given instance shall be solely in the discretion of such parties and, if granted, shall not constitute a waiver of this requirement as to any subsequent assignment; provided, that (a) the Fund may assign all or a portion of its rights, benefits or obligations set forth herein to one or more of its Affiliates (unless such assignment would require amendment of the Form A Acquisition of Control Statement) and (b) Parent may assign its rights, benefits or obligations set forth herein to an assignee of Parent's rights, benefits or obligations under the Transaction Agreement pursuant to an assignment in accordance with the Transaction Agreement; provided, however, that, in each case, any such action shall not relieve the Fund or Parent, as applicable, of its liabilities and obligations under this Letter Agreement. Any purported assignment of this Letter Agreement or the Commitment in contravention of this Section 11 shall be null and void and of no force or effect.

12. Representations and Warranties. Each of the entities comprising the Fund hereby represents and warrants to Parent that: (a) it is duly organized and validly existing in good standing under the laws of the jurisdiction of its organization and it has all limited partnership power and authority to execute, deliver and perform this Letter Agreement; (b) the execution, delivery and performance of this Letter Agreement by it has been duly and validly authorized and approved by all necessary limited partnership action; (c) this Letter Agreement has been duly and validly executed and delivered by it and constitutes a valid and legally binding obligation of it, enforceable against it in accordance with the terms of this Letter Agreement; (d) the Commitment is less than the maximum amount that the Fund, collectively, is permitted to invest in any one portfolio investment pursuant to the terms of its organizational or governing documents or otherwise; (e) the Fund, collectively, has uncalled capital commitments or otherwise has available funds in excess of the sum of the Commitment hereunder plus the aggregate amount of all other commitments and obligations it currently has outstanding; and (f) the execution, delivery and performance by it of this Letter Agreement do not (i) violate such entity's organizational documents (including the limited partnership agreement), (ii) violate any applicable Law or judgment or (iii) result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to the loss of any benefit under, any contract to which it is a party. The Fund agrees (A) to promptly inform Parent and the Company if any of the foregoing representations and warranties are breached or become untrue and (B) not to take any action between the date hereof and the valid termination of the Commitment pursuant to Section 10 hereof, that would result in funds not being available to fund the Fund's obligations hereunder at the time required by Section 1 of this Letter Agreement.

13. Notices. All notices, requests, consents, claims, demands and other communications under this Letter Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by electronic mail with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 13):

if to the Company:

Hopmeadow Holdings GP LLC
c/o Cornell Capital LLC
499 Park Avenue, 21st Floor
New York, NY 10022
Attention: Emily Pollack
Email: emily@cornellcapllc.com

with a copy (which shall not constitute notice) to:

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: Jonathan J. Kelly
Email: jjkelly@sidley.com

and

Sidley Austin LLP
One South Dearborn Street
Chicago, Illinois 60603
Attention: Jeremy C. Watson
Email: jcwatson@sidley.com

if to Parent:

Sutton Holdings Investments, Ltd.
c/o Sixth Street
2100 McKinney Ave, Suite 1500
Dallas, Texas 75201
Attention: Michael Muscolino;
Joshua Peck;
Sixth Street Legal
E-mail: mmuscolino@sixthstreet.com;
jpeck@sixthstreet.com;
SixthStreetLegal@sixthstreet.com

with a copy (which shall not constitute notice) to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Attention: Robert S. Rachofsky
Email: rrachofsky@willkie.com

if to the Fund:

c/o Sixth Street
2100 McKinney Ave, Suite 1500
Dallas, Texas 75201
Attention: Michael Muscolino;
Joshua Peck;
Sixth Street Legal
E-mail: mmuscolino@sixthstreet.com;
jpeck@sixthstreet.com;
SixthStreetLegal@sixthstreet.com

with a copy (which shall not constitute notice) to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Attention: Robert S. Rachofsky
Email: rrachofsky@willkie.com

[Remainder of the page intentionally left blank – signature page follows]

Sincerely,

TSSP ADJACENT OPPORTUNITIES PARTNERS, L.P.

By: TSSP Adjacent Opportunities GenPar, L.P.,
its general partner

By: _____
Name: Joshua Peck
Title: Vice President

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Joshua Peck
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TSSP ADJACENT OPPORTUNITIES PARTNERS (A), L.P.

By: TSSP Adjacent Opportunities GenPar, L.P.,
its general partner

By: _____
Name: Joshua Peck
Title: Vice President

DocuSigned by:
Joshua Peck
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TSSP ADJACENT OPPORTUNITIES PARTNERS (B), L.P.

By: TSSP Adjacent Opportunities GenPar, L.P.,
its general partner

By: _____
Name: Joshua Peck
Title: Vice President

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Joshua Peck
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TSSP ADJACENT OPPORTUNITIES PARTNERS (C), L.P.

By: TSSP Adjacent Opportunities GenPar, L.P.,
its general partner

By: _____
Name: Joshua Peck
Title: Vice President

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Joshua Peck
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TSSP ADJACENT OPPORTUNITIES PARTNERS (D), L.P.

By: TSSP Adjacent Opportunities GenPar, L.P.,
its general partner

By: _____
Name: Joshua Peck

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Joshua Peck
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Title: Vice President

TSSP ADJACENT OPPORTUNITIES PARTNERS (E), L.P.

By: TSSP Adjacent Opportunities GenPar, L.P.,
its general partner

By: _____
Name: Joshua Peck
Title: Vice President

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Joshua Peck
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TSSP ADJACENT OPPORTUNITIES PARTNERS (F), L.P.

By: TSSP Adjacent Opportunities GenPar, L.P.,
its general partner

By: _____
Name: Joshua Peck
Title: Vice President

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Joshua Peck
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SUPER TAO MA, L.P.

By: TSSP Adjacent Opportunities GenPar, L.P.,
its general partner

By: _____
Name: Joshua Peck
Title: Vice President

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Joshua Peck
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SUPER TAO CONTINGENT MA, L.P.

By: TSSP Adjacent Opportunities GenPar, L.P.,
its general partner

By: _____
Name: Joshua Peck
Title: Vice President

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Joshua Peck
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KNIGHT TAO, L.P.

By: TSSP Adjacent Opportunities GenPar, L.P.,
its general partner

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Joshua Peck
By: _____
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Name: Joshua Peck
Title: Vice President


PSERS TAO PARTNERS PARALLEL FUND, L.P.

By: TSSP Adjacent Opportunities GenPar, L.P.,
its general partner

DocuSigned by:
Joshua Peck
By: _____
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Name: Joshua Peck
Title: Vice President

Agreed to and accepted:

SUTTON HOLDINGS INVESTMENTS, LTD.

DocuSigned by:

By: _____
Name: Joshua Peck
Title: Authorized Signatory