

**PRIVATE AND CONFIDENTIAL**

From: Ares Management Limited as exclusive arranger of the Facilities and the Interim Facilities (the “**Arranger**”)

Ares Capital Europe VI (E)(L) II Investments S.à r.l., Ares Capital Europe VI (E) II Holdings S.à r.l., Ares Capital Europe VI (E)(L) Investments S.à r.l., Ares Capital Europe VI (E) Holdings S.à r.l., Ares Capital Europe VI (E) II Investments S.à r.l., Ares Capital Europe VI (E) Investments S.à r.l., Ares Capital Europe VI (G)(L) Investments S.à r.l., Ares Capital Europe VI (G) Holdings S.à r.l. and Ares Capital Europe VI (G) Investments S.à r.l. as underwriters and as original lenders of the Facilities and original interim lenders in respect of the Interim Facilities (the “**Underwriters**” and together with the Arranger, the “**Commitment Parties**” or “**we**”).

To: Tiger Bidco Limited (the “**Company**” or “**you**”)  
PO Box 656, East Wing,  
Trafalgar Court, Les Banques,  
St Peter Port,  
Guernsey, GY1 3PP

Attention: The Directors

07 March 2024

**Project Tiger – Fee and Closing Payments Letter**

1. **INTRODUCTION**

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

1.2 This is the Fee and Closing Payments Letter referred to in the Commitment Letter. Terms defined in (or incorporated by reference into) the Commitment Letter and (once executed) the Facility Documents shall have the same meanings when used in this letter unless a contrary indication appears.

1.3 In this letter:

“**Closing Date**” means the date on which Facility A is first utilised.

“**Completion Date**” means the first date on which both of the following have occurred:

- (a) Facility A, or (if applicable) Interim Facility A, has been utilised; and
- (b) the first payment is made to the shareholders of the Target as required by the Offer or Scheme (as applicable) in accordance with the Takeover Code.

“**Interim Closing Date**” means the date on which Interim Facility A is first utilised.

1.4 This Fee and Closing Payments Letter will constitute:

- (a) a “**Fee Letter**” and a “**Finance Document**” for the purposes of the Facilities Agreement; and

- (b) a “**Fee Letter**” and an “**Interim Document**” for the purposes of the Interim Facilities Agreement (being the “**Closing Payments Letter**” referred to in the Interim Facilities Agreement).

1.5 In this Fee and Closing Payments Letter, unless a contrary intention appears, a reference to a Commitment Party includes reference to that Commitment Party’s successors and permitted assignees or permitted transferees to, or of its rights and/or obligations under, this Fee and Closing Payments Letter, the Finance Documents or the Interim Finance Documents, and Commitment Parties shall be construed correspondingly.

## 2. **CLOSING PAYMENT FOR FACILITY A**

2.1 The Company will, on the Closing Date, pay, or cause to be paid, to the Commitment Parties that hold Commitments under Facility A at such time (the “**Original Facility A Lenders**”) an aggregate payment in sterling in an amount equal to 3.25 per cent. of the aggregate principal amount of Facility A as at the Closing Date (the “**Facility A Closing Payment**”).

2.2 The Facility A Closing Payment shall be split between the Original Facility A Lenders *pro rata* to their respective Commitments under Facility A on the Closing Date.

2.3 If the Interim Closing Date has occurred and any Interim Facility A Closing Payment (as defined below) has been paid in accordance with paragraph 6 (*Closing Payment for Interim Facility A*) below, the Facility A Closing Payment shall be reduced on a pound for pound basis by an amount equal to the Interim Facility A Closing Payment so paid.

## 3. **CLOSING PAYMENT FOR THE ACF FACILITY**

3.1 Subject to paragraph 3.2 below, the Company will pay or cause to be paid, to each of the Lenders that hold Commitments under the ACF Facility at such time:

- (a) on the Closing Date, an aggregate payment in sterling in an amount equal to 1.625 per cent. of each Commitment Party’s Commitments in respect of the ACF Facility as at the Closing Date;

- (b) on the date of each utilisation of the ACF Facility (an “**ACF Facility Drawdown Fee Date**”), an aggregate payment in the currency of the applicable loan in an amount equal to 1.625 per cent. of the portion of each Lender’s Commitments in respect of the ACF Facility so utilised (an “**ACF Facility Drawdown Fee**”); and

- (c) on:

- (i) the date on which any Commitments in respect of the ACF Facility are permanently cancelled in part or in full without having been utilised (an “**ACF Facility Cancellation Fee Date**”), an aggregate payment in sterling in an amount equal to 1.625 per cent. of the portion of each Lender’s Commitments under the ACF Facility that are so cancelled (an “**ACF Facility Cancellation Fee**”); and

- (ii) the last day of the Availability Period in respect of the ACF Facility (the “**ACF Facility Expiry Fee Date**”), an aggregate payment in sterling in an amount equal to 1.625 per cent. of the portion of each Lender’s Available Commitments under the ACF Facility that remain unutilised on such date (the “**ACF Facility Expiry Fee**”),

(the fees under (a) to (c) above are, together, the “**ACF Facility Fees**”), provided that there shall be no double-counting of any ACF Facility Fees payable under sub-paragraphs (b) and

(c) of paragraph 3.1 above, such that the maximum aggregate fee payable pursuant to subparagraphs (b) and (c) above is an amount equal to 1.625 per cent. of the Commitments under the ACF Facility as at the Closing Date.

3.2 The ACF Facility Fees will not be payable unless:

- (a) in each case, the Closing Date has occurred; and
- (b) in relation to:
  - (i) any ACF Facility Drawdown Fee, a corresponding ACF Facility Drawdown Fee Date has occurred;
  - (ii) any ACF Facility Cancellation Fee, a corresponding ACF Facility Cancellation Fee Date has occurred; and
  - (iii) any ACF Facility Expiry Fee, the ACF Facility Expiry Fee Date has occurred.

#### 4. CLOSING PAYMENT FOR REVOLVING FACILITY

4.1 The Company will, on the Closing Date, pay, or cause to be paid, to the Commitment Parties that hold Commitments under the Revolving Facility at such time (the “**Original Revolving Facility Lenders**”) an aggregate payment in sterling in an amount equal to 1.00 per cent. of the aggregate principal amount of the Revolving Facility as at the Closing Date (the “**Revolving Facility Closing Payment**”).

4.2 The Revolving Facility Closing Payment shall be split between the Original Revolving Facility Lenders *pro rata* to their respective Commitments under the Revolving Facility on the Closing Date.

4.3 If the Interim Closing Date has occurred and any Interim Revolving Facility Closing Payment has been paid in accordance with paragraph 7 (*Closing Payment for the Interim Revolving Facility*) below, the Revolving Facility Closing Payment shall be reduced on a pound for pound basis by an amount equal to the Interim Revolving Facility Closing Payment so paid.

4.4 No Revolving Facility Closing Payment will be payable unless the Closing Date has occurred.

#### 5. TOP UP REVOLVING FACILITY CLOSING PAYMENTS

5.1 The Company will, on the date falling three (3) months following the Completion Date (the “**First Top Up Date**”), pay, or cause to be paid, to any Commitment Party that holds Commitments under the Revolving Facility at such time (the “**First Top Up Unsyndicated Original Revolving Facility Lenders**” and such Commitments, the “**First Top Up Unsyndicated Revolving Facility Commitments**”) an additional top-up closing payment (the “**First Top Up Revolving Facility Closing Payment**”) in sterling in an amount equal to 1.00 per cent. of its First Top Up Unsyndicated Revolving Facility Commitments.

5.2 The First Top Up Revolving Facility Closing Payment shall be split between the First Top Up Unsyndicated Original Revolving Facility Lenders *pro rata* to their respective First Top Up Unsyndicated Revolving Facility Commitments on the First Top Up Date.

5.3 The Company will, on the date falling six (6) months following the Completion Date (the “**Second Top Up Date**”), pay, or cause to be paid, to any Commitment Party that holds Commitments under the Revolving Facility at such time (the “**Second Top Up**

**Unsyndicated Original Revolving Facility Lenders”** and such Commitments, the **“Second Top Up Unsyndicated Revolving Facility Commitments”**) an additional top-up closing payment (the **“Second Top Up Revolving Facility Closing Payment”** and, together with the First Top Up Revolving Facility Closing Payment, the **“Top Up Revolving Facility Closing Payments”**) in sterling in an amount equal to 1.25 per cent. of its Second Top Up Unsyndicated Revolving Facility Commitments.

5.4 The Second Top Up Revolving Facility Closing Payment shall be split between the Second Top Up Unsyndicated Original Revolving Facility Lenders *pro rata* to their respective Second Top Up Unsyndicated Revolving Facility Commitments on the Second Top Up Date.

5.5 The Top Up Revolving Facility Closing Payments will not be payable unless:

(a) in each case, the Closing Date has occurred; and

(b) in relation to:

(i) the First Top Up Revolving Facility Closing Payment, on the First Top Up Date, there remains outstanding Commitments under the Revolving Facility which are held by at least one Commitment Party (or any of its Affiliates or Related Funds); and

(ii) the Second Top Up Revolving Facility Closing Payment, on the Second Top Up Date, there remains outstanding Commitments under the Revolving Facility which are held by at least one Commitment Party (or any of its Affiliates or Related Funds).

5.6 If the Interim Closing Date has occurred and any First Top Up Interim Revolving Facility Closing Payment (as defined below) has been paid in accordance with paragraph 8 (*Top Up Interim Revolving Facility Closing Payments*) below, the First Top Up Revolving Facility Closing Payment shall be reduced on a pound for pound basis by an amount equal to the First Top Up Interim Revolving Facility Closing Payment so paid.

5.7 If the Interim Closing Date has occurred and any Second Top Up Interim Revolving Facility Closing Payment (as defined below) has been paid in accordance with paragraph 8 (*Top Up Interim Revolving Facility Closing Payments*) below, the Second Top Up Revolving Facility Closing Payment shall be reduced on a pound for pound basis by an amount equal to the Second Top Up Interim Revolving Facility Closing Payment so paid.

## 6. **CLOSING PAYMENT FOR INTERIM FACILITY A**

6.1 The Company will, on the Interim Closing Date, pay, or cause to be paid, to the Commitment Parties that hold commitments under the Interim Facility A (the **“Original Interim Facility A Lenders”**) an aggregate closing payment (the **“Interim Facility A Closing Payment”**) in sterling in an amount equal to 3.25 per cent. of the aggregate principal amount of the Interim Facility A as at the Interim Closing Date.

6.2 The Interim Facility A Closing Payment shall be split between the Original Interim Facility A Lenders *pro rata* to their respective commitments under the Interim Facility A on the Interim Closing Date.

6.3 No Interim Facility A Closing Payment will be payable unless the Interim Closing Date has occurred.

## 7. CLOSING PAYMENT FOR THE INTERIM REVOLVING FACILITY

- 7.1 The Company will, on the Interim Closing Date, pay, or cause to be paid, to the Commitment Parties that hold commitments under the Interim Revolving Facility (the “**Original Interim Revolving Facility Lenders**”) an aggregate closing payment (the “**Interim Revolving Facility Closing Payment**”) in sterling in an amount equal to 1.00 per cent. of the aggregate principal amount of the Interim Revolving Facility as at the Interim Closing Date.
- 7.2 The Interim Revolving Facility Closing Payment shall be split between the Original Interim Revolving Facility Lenders *pro rata* to their respective commitments under the Interim Revolving Facility on the Interim Closing Date.
- 7.3 No Interim Revolving Facility Closing Payment will be payable unless the Interim Closing Date has occurred.

## 8. TOP UP INTERIM REVOLVING FACILITY CLOSING PAYMENTS

- 8.1 The Company will, on the First Top Up Date, pay, or cause to be paid, to any Commitment Party that holds commitments under the Interim Revolving Facility at such time (the “**First Top Up Unsyndicated Original Interim Revolving Facility Lenders**” and such commitments, the “**First Top Up Unsyndicated Interim Revolving Facility Commitments**”) an additional top-up closing payment (the “**First Top Up Interim Revolving Facility Closing Payment**”) in sterling in an amount equal to 1.00 per cent. of its First Top Up Unsyndicated Interim Revolving Facility Commitments.
- 8.2 The First Top Up Interim Revolving Facility Closing Payment shall be split between the First Top Up Unsyndicated Original Interim Revolving Facility Lenders *pro rata* to their respective First Top Up Unsyndicated Interim Revolving Facility Commitments on the First Top Up Date.
- 8.3 The Company will, on the Second Top Up Date, pay, or cause to be paid, to any Commitment Party that holds commitments under the Interim Revolving Facility at such time (the “**Second Top Up Unsyndicated Original Interim Revolving Facility Lenders**” and such commitments, the “**Second Top Up Unsyndicated Interim Revolving Facility Commitments**”) an additional top-up closing payment (the “**Second Top Up Interim Revolving Facility Closing Payment**” and, together with the First Top Up Interim Revolving Facility Closing Payment, the “**Top Up Interim Revolving Facility Closing Payments**”) in sterling in an amount equal to 1.25 per cent. of its Second Top Up Unsyndicated Interim Revolving Facility Commitments.
- 8.4 The Second Top Up Interim Revolving Facility Closing Payment shall be split between the Second Top Up Unsyndicated Original Interim Revolving Facility Lenders *pro rata* to their respective Second Top Up Unsyndicated Interim Revolving Facility Commitments on the Second Top Up Date.
- 8.5 The Top Up Interim Revolving Facility Closing Payments will not be payable unless:
- (a) in each case, the Interim Closing Date has occurred; and
  - (b) in relation to:
    - (i) the First Top Up Interim Revolving Facility Closing Payment, on the First Top Up Date, there remains outstanding commitments under the Interim Revolving Facility which are held by at least one Commitment Party (or any of its Affiliates or Related Funds); and

- (ii) the Second Top Up Interim Revolving Facility Closing Payment, on the Second Top Up Date, there remains outstanding commitments under the Interim Revolving Facility which are held by at least one Commitment Party (or any of its Affiliates or Related Funds).

## 9. NO DOUBLE COUNTING

9.1 There shall be no double-counting of the payments payable or paid in connection with:

- (a) Facility A, on the one hand, and the payments payable or paid in connection with the Interim Facility A on the other hand; or
- (b) the Revolving Facility, on the one hand, and the payments payable or paid in connection with the Interim Revolving Facility on the other hand.

9.2 Without prejudice to paragraph 2.3 or 4.3 above, if an Interim Closing Payment is paid in accordance with the terms of this letter, the aggregate amount of any relevant Closing Payment payable shall be reduced by the amount of the corresponding Interim Closing Payment so paid.

## 10. MISCELLANEOUS

10.1 All payments:

- (a) under this letter are made subject to the provisions set out in paragraph 8 (*Payments*) of the Commitment Letter which are incorporated into this letter *mutatis mutandis*;
- (b) once paid are non-refundable and non-creditable against other closing payments payable in connection with the Facilities or the Interim Facilities, as applicable, other than as provided in this letter;
- (c) under this letter shall be paid without any deduction or withholding for or on account of tax (a "**Tax Deduction**") unless a Tax Deduction is required by law. If a Tax Deduction is required by law to be made, the amount of the payment due shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required; and
- (d) under this letter are exclusive of any value added tax or similar charge ("**VAT**"). If VAT is chargeable, the Company shall also and at the same time pay (or procure payment) to the recipient of the relevant payment an amount equal to the amount of the VAT.

10.2 Unless otherwise notified by the Company, any fee payable under this letter on the Closing Date or on any other date of utilisation under the Facilities Agreement shall be paid by way of a deduction from the proceeds of any Loan utilised on the Closing Date or such other date of utilisation (as applicable) either:

- (a) by way of a reduction in the amounts paid by each applicable Lender to the Agent in respect of its participation in such Loan; or
- (b) by way of a reduction in the proceeds of such Loan paid by the Agent to the Borrower under the Facilities Agreement.

- 10.3 Unless otherwise notified by the Company, any fee payable on the Interim Closing Date under this letter shall be paid by way of a deduction from the proceeds of any Interim Loan utilised on the Interim Closing Date, in each case either:
- (a) by way of a reduction in the amounts paid by each applicable Interim Lender to the Interim Facility Agent in respect of its participation in such Interim Loan; or
  - (b) by way of a reduction in the proceeds of such Interim Loan paid by the Interim Facility Agent to the Borrower under the Interim Facilities Agreement.
- 10.4 Notwithstanding anything to the contrary herein, each Commitment Party shall, in its sole discretion, be permitted to share or allocate any fee payable to it under this letter with any of its Affiliates or Related Funds and such Affiliates or Related Funds shall be treated as Commitment Parties for all purposes of this letter.
- 10.5 No party to this letter shall assign any of its rights or transfer any of its rights or obligations under this letter other than in accordance with the Commitment Letter.
- 10.6 The terms of this letter shall continue in full force and effect after the Facilities Agreement and/or the Interim Facilities Agreement are signed.
- 10.7 The provisions of this letter shall survive the expiration or termination of the Commitment Letter, funding of any of the Facilities and the Interim Facilities, and this letter supersedes any prior understanding or agreement relating to fees for the Facilities and the Interim Facilities.
- 10.8 Any fee payable under this letter will be payable in sterling unless otherwise specified herein.
- 10.9 Except as otherwise expressly provided in this letter, the terms of this letter may be enforced only by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded. Notwithstanding any term of this letter, no consent of a third party is required for any termination or amendment of this letter.
- 10.10 This letter may be executed in any number of counterparts and all those counterparts when taken together shall be deemed to constitute one and the same letter.

## 11. **GOVERNING LAW AND JURISDICTION**

The provisions of paragraph 22 (*Governing Law and Jurisdiction*) of the Commitment Letter shall apply to this letter and is incorporated by reference herein.

Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed copy of this letter to the address or email address set out in the Commitment Letter, whereupon it will become a binding agreement upon our receipt.

*[signature pages follow]*

for and on behalf of

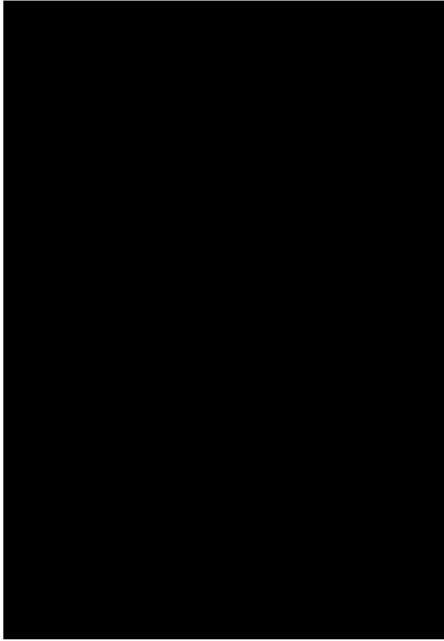
**Ares Management Limited as Arranger**





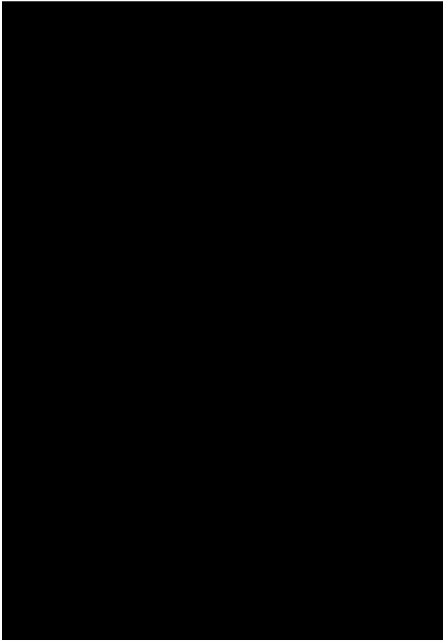
for and on behalf of

**Ares Capital Europe VI (E)(L) II Investments S.à r.l. as Underwriter**



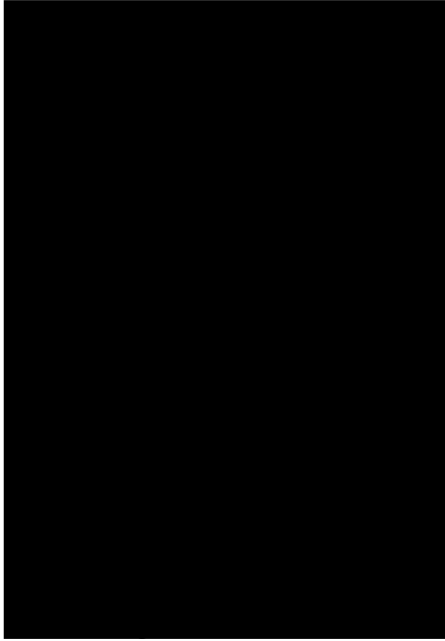
for and on behalf of

**Ares Capital Europe VI (E) II Holdings S.à r.l. as Underwriter**



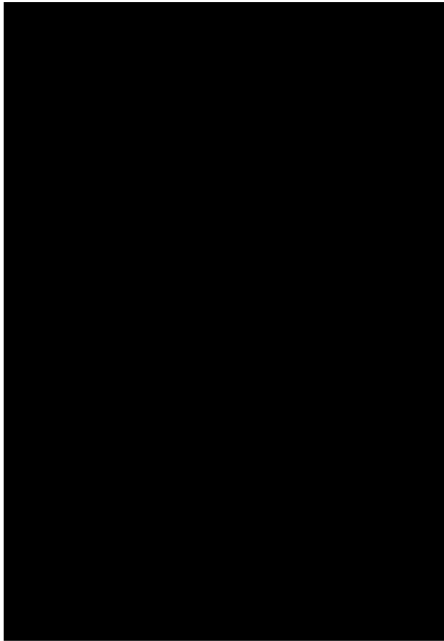
for and on behalf of

**Ares Capital Europe VI (E)(L) Investments S.á r.l. as Underwriter**



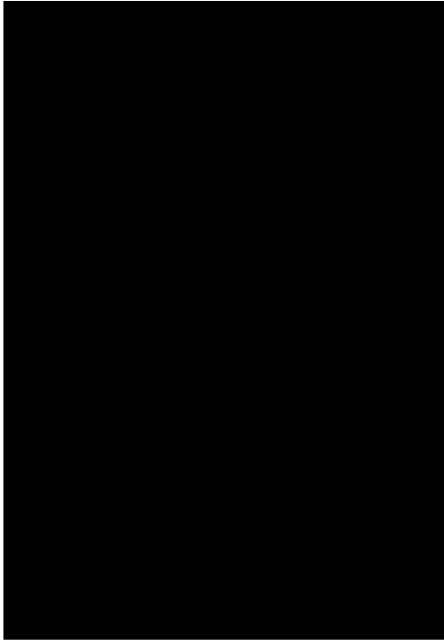
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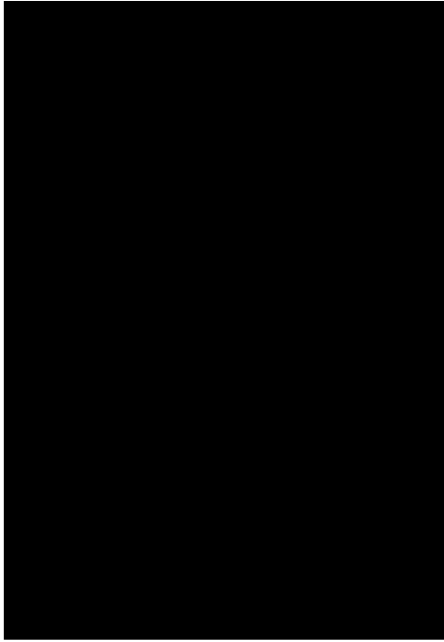
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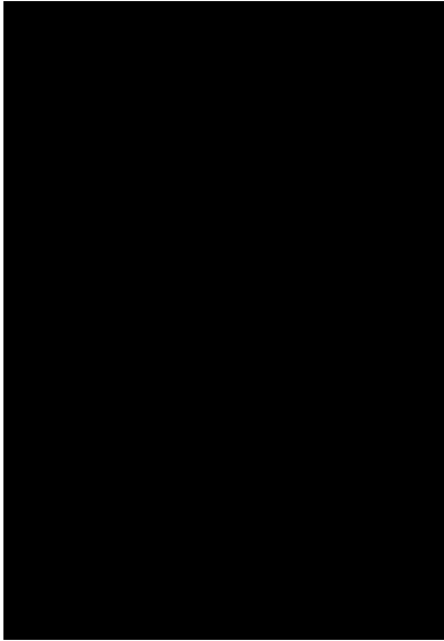
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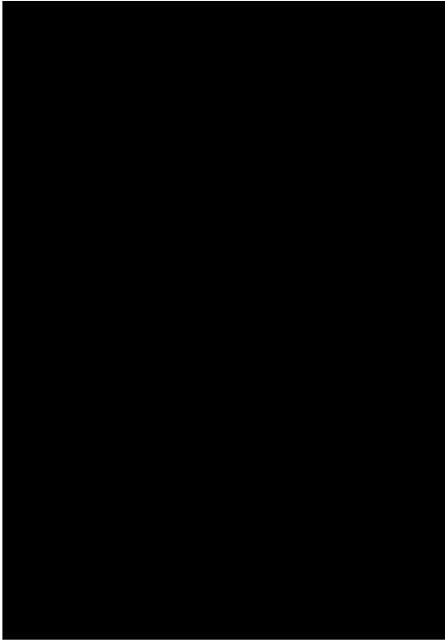
for and on behalf of

**Ares Capital Europe VI (G)(L) Investments S.á r.l. as Underwriter**



for and on behalf of

**Ares Capital Europe VI (G) Holdings S.á r.l. as Underwriter**





for and on behalf of

**Ares Capital Europe VI (G) Investments S.á r.l. as Underwriter**



We agree to the above terms.



For and on behalf of  
**TIGER BIDCO LIMITED**

Date: 07 March 2024