

To: Tiger Bidco Limited (the “**Company**”)

From: Ares Management Limited (the “**Interim Facility Agent**” and “**Interim Security Agent**”)

Date: 07 March 2024

To whom it may concern

Project Tiger – Interim Agency and Security Agency Fee Letter

1 Background

- 1.1 We refer to the interim facilities agreement dated on or about the date of this letter between, amongst others, the Company as company, the Interim Facility Agent as interim facility agent and the Interim Security Agent as interim security agent (the “**Interim Facilities Agreement**”).
- 1.2 Terms defined in (or incorporated by reference into) the Interim Facilities Agreement have the same meaning when used in this letter unless otherwise specified.
- 1.3 This letter is a Fee Letter as referred to in clause 12.4 (*Other Fees*) of the Interim Facilities Agreement and is an Interim Document.

2 Interim Agency Fees

- 2.1 In consideration of the Interim Facility Agent acting as Interim Facility Agent and the Interim Security Agent acting as Interim Security Agent under the Interim Documents, the Company shall pay (or procure the payment of) an annual fee in the amount of £25,000 to the Interim Facility Agent (for its own account) (whereby £20,000 shall be allocated to the Interim Facility Agent and £5,000 shall be allocated to the Interim Security Agent) (the “**Interim Agency Fee**”).

3 Payment of Interim Agency Fee

- 3.1 The first instalment of the Interim Agency Fee shall be due and payable on the Closing Date.
- 3.2 Without limiting your obligation to pay the first instalment of the Interim Agency Fee, by countersigning this letter you authorise the Interim Facility Agent to deduct the first instalment of the Interim Agency Fee from the proceeds of any Interim Loan made on the Closing Date under the Interim Facilities Agreement.
- 3.3 Notwithstanding paragraph 3.2 above, if the first instalment of the Interim Agency Fee is not deducted from the proceeds of any Interim Loan made on the Closing Date under the Interim Facilities Agreement, the Company shall pay the first instalment of the Interim Agency Fee in GBP Sterling in immediately available, freely transferable, clear funds to an account notified by the Interim Facility Agent to the Company.
- 3.4 No Interim Agency Fee shall be payable if the Closing Date does not occur.

4 Adjustment

- 4.1 If the Interim Facility Agent is replaced or resigns as the Interim Facility Agent under the Interim Facilities Agreement, or if the Interim Security Agent is replaced or resigns as the Interim Security Agent, or if all Interim Commitments have been cancelled (including without limitation in connection with the entry into the Facility Documents (as defined in the Commitment Letter)) and all amounts outstanding under the Interim Documents have been repaid, the Interim Facility Agent and/or the Interim Security Agent will refund a portion of the applicable Interim Agency Fee to the Company (or as directed by the Company) on a *pro rata* basis for the relevant period which the

Interim Facility Agent is not the Interim Facility Agent or the Interim Security Agent is not the Interim Security Agent (as applicable) under the Interim Facilities Agreement.

4.2 Subject to paragraph 4.1 above, the Interim Agency Fee is non-refundable and non-creditable against other fees payable in connection with the Interim Facilities Agreement.

5 VAT

All amounts payable under this fee letter are exclusive of any VAT. If VAT is chargeable, the Company shall pay (or procure the payment of) the amount of the VAT at the same time as making the relevant fee payment.

6 Counterparts

This letter may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.

7 Third Party Rights

A person who is not party to this letter may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

8 Governing Law

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law and the parties hereto submit to the exclusive jurisdiction of the English courts to settle any dispute or any non-contractual obligation arising out of or in connection with this letter.

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

[The remainder of this page is left intentionally blank]

Yours faithfully,

for and on behalf of

Ares Management Limited

as Interim Facility Agent

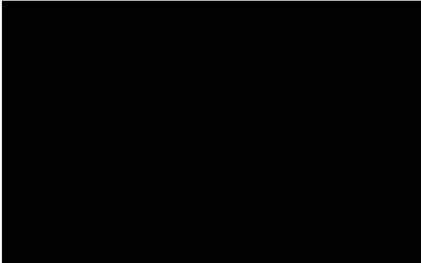


Yours faithfully,

for and on behalf of

Ares Management Limited

as Interim Security Agent



We hereby acknowledge and confirm our agreement to the terms of this Fee Letter.



for and on behalf of
Tiger Bidco Limited
as Company

