

To: Cretaceous Bidco Limited  
11<sup>th</sup> Floor 200 Aldersgate Street, London,  
United Kingdom,  
EC1A 4HD

Attention: The Directors

1 August 2022

Dear Addressees,

**Project Cretaceous – Facility Agent Fee Letter**

We refer to the Bridge Facilities Agreement (the “**Bridge Facilities Agreement**”) dated on or about the date of this letter and entered into between, amongst others, HSBC Bank plc as Facility Agent (the “**Facility Agent**”), HSBC Corporate Trustee Company (UK) Limited as Security Agent, the Lenders named therein and you.

This letter is a Fee Letter as defined in the Bridge Facilities Agreement.

Unless otherwise defined herein, capitalised terms shall have the same meanings as set forth in the Bridge Facilities Agreement, as the context may require.

In connection with, and in consideration of the agreements contained in the Bridge Facilities Agreement, you agree with us that you will cause the Group to pay to the Facility Agent (for its own account as Facility Agent under the Bridge Facilities Agreement), a one-time set-up fee of €22,500 (the “**Agency Set-up Fee**”) and a non-refundable agency fee in an amount equal to €10,000 per annum (the “**Agency Fee**”),

Payment of the Agency Set-up Fee shall be due on the First Utilisation Date.

The Agency Fee shall be payable annually in advance (with the first payment due on the First Utilisation Date and each successive payment due on each anniversary of the date of the Bridge Facilities Agreement) until all secured obligations under the Facilities terminate and have been fully and finally discharged (or as otherwise agreed between us), subject to refund on a *pro rata temporis* basis of the Agency Fee if the Facilities are prepaid in full or if we resign as Facility Agent, provided that no Agency Fee accrued prior to the date falling six months after the First Utilisation Date will be refunded (other than if we resign as Facility Agent). The refund will be subject to the receipt by the Facility Agent of a written request from you requesting a refund. The fees payable to the Facility Agent shall not be payable in the event that there is no drawdown under the Bridge Facilities Agreement.

Unless otherwise agreed between us, for so long as we are acting as Facility Agent under the Bridge Facilities Agreement, the Agency Fee (and, on the First Utilisation Date, the Agency Set-up Fee) should be paid to such accounts as notified by us to you.

The fees referred to in this letter are exclusive of any VAT, which, if applicable, shall be paid by you (or a member of the Group) in accordance with the terms of the Bridge Facilities Agreement.

Other than as provided above, any obligation to pay the fee referred to in this letter will not be subject to set-off or counterclaim or refund (unless indicated otherwise in this letter). All fee payable hereunder shall be paid in immediately available, freely transferable, cleared funds in Euro.

This letter is confidential and neither its existence nor content may be disclosed by you to any person other than:

- (a) to the Equity Investors, members of the Group and your and their respective officers, director, employees, auditors, agents, delegates, managers, administrators, nominees, attorneys, trustees and advisors;
- (b) as may be compelled to be disclosed in a judicial, litigation, arbitration or administrative proceeding, investigation or dispute or as otherwise required by law or regulation or any governmental, banking, taxation, or other regulatory body or similar body or the rules of any relevant stock exchange;
- (c) to any actual or prospective equity investors in you or any Holding Company of you (and their respective affiliates, employees, agents and advisors); or
- (d) with the Facility Agent's prior written consent.

This letter and our respective rights hereunder may not be assigned by either party without the prior written consent of the other party. This letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto. This letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and the parties to this letter hereby submit to the non-exclusive jurisdiction of the English courts.

A person who is not a party to this letter has no right under the Contract (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this letter, provided that any successor in title, permitted assign or permitted transferee of the Facility Agent under and in accordance with the terms of the Bridge Facilities Agreement may enforce any term of this letter which the Facility Agent would have been entitled to enforce.

This 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 counterpart of a signature page of this letter by facsimile transmission shall be effective as delivery of an original executed counterpart hereof.

If you are in agreement with the foregoing, please sign and return the enclosed duplicate copy of this letter.

Yours faithfully,

**The Facility Agent**

Signed for and on behalf of **HSBC BANK PLC**



Name: 

**Accepted and agreed**

For and on behalf of

**CRETACEOUS BIDCO LIMITED**

By: 

Name: 

Date: 