

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 – Security 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, HSBC Corporate Trustee Company (UK) Limited as Security Agent (the “**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 Security Agent (for its own account as Security Agent under the Bridge Facilities Agreement), a one-time set-up fee of €2,500 (the “**Security Agent Set-up Fee**”) and a non-refundable agency fee in an amount equal to €20,000 per annum (the “**Security Agent Fee**”).

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

The Security Agent 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 (unless otherwise agreed between us) the later to occur of (a) all secured obligations under Facility A1 and Facility A2 terminate and have been fully and finally discharged or (b) the full release of the Initial Transaction Security, subject to refund on a *pro rata temporis* basis of the Security Agent Fee if (x) Facility A1 and Facility A2 are prepaid in full and the Initial Transaction Security is released in full or (y) if we resign as Security Agent, provided that no Security Agent Fee accrued prior to the date falling six months after the First Utilisation Date will be refunded (other than if we resign as Security Agent). The refund will be subject to the receipt by the Security Agent of a written request from you requesting a refund. The fees payable to the Security Agent shall not be payable in the event that there is no drawdown under the Bridge Facilities Agreement.

The Security Agent Fee as at the date of this letter includes a security package of security governed by the laws of England and Wales, Luxembourg, Gibraltar and New York, United States of America only (the “**Primary Jurisdictions**”).

If assets are to be secured post-closing in any jurisdictions other than the Primary Jurisdictions, we will review this at our discretion for ability to take, hold and enforce the security and the Security Agent Fee will be increased by EUR 2,500 per additional jurisdiction per annum. The first payment of such additional fee will be paid within five Business Days of the date that security is taken in the additional jurisdiction(s) and will be calculated on a pro rata basis from the date that assets are secured in such additional jurisdiction(s). For the avoidance of doubt, each state in the United States of America, Canada and Australia, if any, is considered to be a separate jurisdiction for the purposes of this letter.

Unless otherwise agreed between us, for so long as we are acting as Security Agent under the Bridge Facilities Agreement, the Security Agent Fee (and, on the First Utilisation Date, the Security Agent 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 fees referred to in this letter will not be subject to set-off or counterclaim or refund (unless indicated otherwise in this letter). All fees 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 Security 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 Security Agent under and in accordance with the terms of the Bridge Facilities Agreement may enforce any term of this letter which the Security 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 Security Agent**

Signed for and on behalf of **HSBC  
CORPORATE TRUSTEE COMPANY (UK)  
LIMITED**



Name:



**Accepted and agreed**

For and on behalf of

**CRETACEOUS BIDCO LIMITED**

By:

Name:

Date:

