



The Directors  
Eden AcquisitionCo Limited (*you* or the *Company*)  
10th floor  
30 St Mary Axe  
London  
EC3A 8BF  
United Kingdom

2 November 2023

Dear Sir / Madam

## PROJECT EDEN – FACILITY AGREEMENT

### AGENT AND SECURITY AGENT FEE LETTER

#### 1. INTRODUCTION

- (a) We refer to the senior facilities agreement dated on or about the date of this letter between, amongst others, the Company, Kroll Agency Services Limited as the Agent and Kroll Trustee Services Limited as the Security Agent (the "**Facility Agreement**").
- (b) This letter is the Fee Letter referred to in Clause 17.4 (*Agent and Security Agent fees*) of the Facility Agreement.
- (c) Terms defined in the Facility Agreement have the same meaning in this Fee Letter unless given a different meaning in this Fee Letter.

#### 2. ANNUAL AGENCY FEE

- (a) The Company shall pay to the Agent for its own account an annual fee of USD 29,000 (the "**Agency Fee**").
- (b) The Agency Fee shall be due and payable annually in advance with the first payment being due no later than five Business Days after the Initial Closing Date and each subsequent payment being due and payable within five Business Days of each anniversary of the Initial Closing Date (each such date being an "**Anniversary Date**") for so long as the Agent continues in its role as Agent under the Facility Agreement and: i) any Facility remains outstanding; or ii) any Lender has any Commitment outstanding.



- (c) The Agency Fee will not be payable if the Initial Closing Date does not occur.

### 3. ANNUAL SECURITY AGENT FEE

- (a) The Company shall pay to the Security Agent for its own account an annual fee of USD 5,000 (the "Security Agent Fee" and together with the Agency Fee, the "Fees").
- (b) The Security Agent Fee shall be due and payable annually in advance with the first payment being due no later than five Business Days after the Initial Closing Date and each subsequent payment being due and payable within five Business Days of each Anniversary Date for so long as the Security Agent continues in its role as Security Agent under the Finance Documents and: i) as any Facility remains outstanding, ii) any Lender has any Commitment outstanding, or iii) any Transaction Security Document remains in force and effect.
- (c) The Security Agent Fee will not be payable if the Initial Closing Date does not occur.

### 4. PAYMENT OF FEES

- (a) If the Agent or Security Agent voluntarily resigns its appointment, voluntarily seeks to be replaced, is replaced in accordance with the terms of the Finance Documents or all amounts outstanding under the Finance Documents are repaid in full (and all commitments thereunder are cancelled), a portion of the fee paid in advance to such party shall be refunded on a *pro rata temporis* basis and shall not be subject to any set-off or counterclaim by the Company; provided that all outstanding fees, costs and expenses (including fees and expenses of legal counsel) agreed with you in relation to any early termination and release of collateral is for your account. No further instalments of the relevant Fee shall be owed or payable by the Company thereafter.
- (b) Without limiting your obligation to pay the Fees, by countersigning this Fee Letter you:
  - (i) at your election, may authorise the Agent to deduct from the proceeds of the first utilisation of Facility B in respect of the Agency Fee and/or the Security Agent Fee (as applicable) due on or around the Initial Closing Date; and/or
  - (ii) agree that the Fees shall be payable by you (or such person authorised by you) to the Agent and/or the Security Agent (as applicable) into such accounts as we may notify to you in writing from time to time.
- (c) Subject to subparagraph (a) above, the Fees shall not be refundable in whole or in part.
- (d) All other applicable fees, costs, expenses, default interest and amounts due pursuant to the provisions of any Finance Document will be payable to the Agent and the Security Agent



(as applicable) for their own account in accordance with the terms of the relevant Finance Document.

- (e) All amounts payable under this Fee Letter are exclusive of any VAT. If VAT is chargeable, you shall pay to us the amount of the VAT (the “**VAT Amount**”) at the same time as making the relevant fee payment and the authorisation to withhold amounts from the proceeds of the first utilisation of Facility B shall apply equally to the VAT Amount.
- (f) All payments under this Fee Letter are to be made in immediately available, freely transferable, cleared funds, without set-off, withholding or deduction in accordance with the terms of the Facility Agreement.

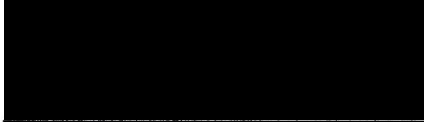
## 5. MISCELLANEOUS

- (a) This Fee Letter is designated as a Finance Document.
- (b) This Fee Letter is confidential and, without our prior written consent, its content may not be disclosed to any person (other than your Affiliates, representatives and agents or your and their respective employees, directors, officers and professional advisers bound by a duty of confidentiality) save to the extent required by law or court order, any governmental, taxation or other regulatory authority or similar body, or the rules of any relevant stock exchange or to your auditors (or provided by you to any of the foregoing in connection with the Offer or Scheme (as applicable) or any regulatory approvals contemplated in the Acquisition Documents or otherwise), including, in each case, pursuant to the provisions of the Takeover Code or any guidance or practice statements issued by the Court and/or the Takeover Panel (as applicable) in connection therewith, or if required in connection with any legal, administrative or arbitration proceedings.
- (c) This Fee Letter may be executed in any number of counterparts and all those counterparts taken together shall be deemed to constitute one and the same Fee Letter. Delivery of a counterpart of this Fee Letter by e-mail attachment or telecopy shall be an effective mode of delivery.
- (d) A person who is not a party to this Fee Letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Fee Letter.
- (e) This Fee Letter and any non-contractual obligations arising out of or in connection with it shall be governed by English law. The provisions of Clause 45 (*Enforcement*) of the Facility Agreement shall apply to this Fee Letter as if set out in full in this Fee Letter.

Please confirm your agreement to the above by signing and returning a copy of this letter.



Yours faithfully,



For and on behalf of  
Kroll Agency Services Limited  
as the Agent



For and on behalf of  
Kroll Trustee Services Limited  
as the Security Agent



Yours faithfully,

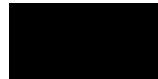
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For and on behalf of  
Kroll Agency Services Limited  
as the Agent

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For and on behalf of  
Kroll Trustee Services Limited  
as the Security Agent

We acknowledge and agree the terms set out above



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Duly authorised for and on behalf of  
Eden AcquisitionCo Limited  
as the Company