

**PRIVATE & CONFIDENTIAL**

To: Eden AcquisitionCo Limited (*you* or the *Company*)  
c/o Alter Domus (UK) Limited  
10<sup>th</sup> Floor, 30 St Mary Axe  
London, United Kingdom  
EC3A 8BF

Attention: The board of directors

Copy to: Permira Advisers LLP  
80 Pall Mall  
London SW1Y 5ES

Attention: [REDACTED]

4 September 2023

Dear Sir / Madam

**Project Eden – Upfront Fee Letter**

This letter sets forth certain fees payable in connection with the Facilities to be provided pursuant to (and as defined in) the commitment letter dated on or about the date of this letter between you and us as it may be amended, amended and restated, supplemented, modified or replaced from time to time (the *Commitment Letter*).

Terms defined in the Commitment Letter and/or the Term Sheet (as defined in and appended to the Commitment Letter at Appendix 1 (*Term Sheet*)) have the same meaning when used in this letter unless otherwise specified.

This is the Upfront Fee Letter as referred to in the Commitment Letter.

**1. Facilities Upfront Fees**

**1.1 Upfront Fee for Facility B**

- (a) Subject to paragraphs (c) and 2.2 below, the Company will, subject to the provisions of the Commitment Letter, pay, or will cause to be paid, to the Agent (for the account of the Lenders participating in Facility B (or any designated affiliate)) on each utilisation date in respect of Facility B (each such date, a *Facility B Utilisation Date*), an aggregate upfront fee in an amount equal to 2.50 per cent. of the aggregate principal amount of Facility B utilised on that Facility B Utilisation Date (the *Facility B Upfront Fee*).
- (b) The Facility B Upfront Fee shall be split between the Lenders participating in Facility B *pro rata* to their respective Commitments under Facility B as at the relevant Facility B Utilisation Date.
- (c) No Facility B Upfront Fee will be payable unless the Initial Closing Date has occurred and initial drawdown of Facility B has occurred under the Facilities Agreement.

## 1.2 Upfront Fee for the DDTL Facility

- (a) Subject to paragraph (c) below, the Company will pay, or will cause to be paid, to the Agent (for the account of the Lenders participating in the DDTL Facility (or any designated affiliate)) an aggregate upfront fee:
- (i) in an amount equal to 1.25 per cent. of the aggregate principal amount of the Commitments under the DDTL Facility (excluding the Target M&A Commitments) as at the Initial Closing Date, on the Initial Closing Date;
  - (ii) in an amount equal to 1.25 per cent. of the aggregate principal amount of the:
    - (A) Commitments under the DDTL Facility (excluding the Target M&A Commitments) utilised on each utilisation date in respect of the DDTL Facility (each such date, a ***DDTL Facility Utilisation Date***), on that DDTL Facility Utilisation Date; and
    - (B) unutilised Commitments under the DDTL Facility (excluding the Target M&A Commitments) that are cancelled (whether voluntarily, mandatorily or which have expired at the end of the availability period for the DDTL Facility) on any day (each such date on which a cancellation of Commitments under the DDTL Facility occurs, a ***Cancellation Date***), on that Cancellation Date;
  - (iii) in an amount equal to 2.50 per cent of the aggregate principal amount of any Target M&A Commitments utilised on the relevant utilisation date in respect of those Target M&A Commitments, on that date (the ***Target M&A Fee***),
- (together, the ***DDTL Facility Upfront Fee***) and, for the avoidance of doubt, there shall be no fee payable in respect of the cancellation of any Target M&A Commitments.
- (b) The DDTL Upfront Fee shall be split between the Lenders participating in the DDTL Facility *pro rata* to their respective Commitments under the DDTL Facility:
- (i) in respect of any DDTL Facility Upfront Fee payable pursuant to subparagraph (a)(i) above, as at the Initial Closing Date;
  - (ii) in respect of any DDTL Facility Upfront Fee payable pursuant to subparagraph (a)(ii)(A) above, as at the relevant DDTL Facility Utilisation Date; and
  - (iii) in respect of any DDTL Facility Upfront Fee payable pursuant to subparagraph (a)(ii)(B) above, as at the relevant Cancellation Date.
- (c) No DDTL Facility Upfront Fee will be payable unless the Initial Closing Date has occurred and initial drawdown of Facility B has occurred under the Facilities Agreement.

### 1.3 Ticking Fee

- (a) Subject to paragraph (c) below, the Company will pay, or will cause to be paid, to the Agent (for the account of the Lenders participating in Facility B (or any designated affiliate)) a ticking fee in an aggregate amount computed at the rate of:
- (i) zero per cent. on such Commitments under Facility B that are utilised for the period from (but excluding) the Countersignature Date to the date falling 9 months after (and excluding) the Countersignature Date; and
  - (ii) if any Commitments under Facility B are utilised after the date falling 9 months after the Countersignature Date, one per cent. per annum on the principal amount of such Commitments that are utilised under the Facilities Agreement for the period from the date falling 9 months and one day after (and excluding) the Signing Date to the applicable Facility B Utilisation Date,
- (together, the ***Facility B Ticking Fee***).
- (b) The Facility B Ticking Fee shall be split between the Lenders participating in Facility B *pro rata* to their respective Commitments under Facility B on each date on which any Facility B Ticking Fee is payable.
- (c) No Facility B Ticking Fee will be payable: (i) unless the Initial Closing Date has occurred; or (ii) in respect of any Facility B Commitments that are not utilised under the Facilities Agreement.

## 2. Interim Facility B Upfront Fee

### 2.1 Interim Facility B Upfront Fee

- (a) Subject to paragraph (c) below, the Company will, subject to the provisions of the Commitment Letter, pay, or will cause to be paid, to the Interim Facility Agent (for the account of the Interim Lenders (as defined in the Interim Facility Agreement) participating in Interim Facility B (as defined in the Interim Facility Agreement) or its designated affiliate) on each utilisation date in respect of Interim Facility B (each such date, an ***Interim Facility B Utilisation Date***), an upfront fee (the ***Interim Facility B Upfront Fee***) in an amount equal to 2.50 per cent. of the aggregate principal amount of Interim Facility B utilised on that Interim Facility B Utilisation Date.
- (b) The Interim Facility B Upfront Fee shall be split between the Interim Lenders *pro rata* to their respective Interim Facility B Commitments under Interim Facility B as at the relevant Interim Facility B Utilisation Date (each as defined in the Interim Facility Agreement).
- (c) No Interim Facility B Upfront Fee will be payable unless the Initial Closing Date (as defined in the Interim Facility Agreement) has occurred and initial drawdown of Interim Facility B has occurred under the Interim Facility Agreement.

## 2.2 Payment

If any amount of the Interim Facility B Upfront Fee is paid, then any amount of the Facility B Upfront Fee (or in respect, of any Target M&A Commitments, the Target M&A Fee) that subsequently becomes payable in accordance with this letter shall be reduced by the amount of the Interim Facility B Upfront Fee already paid under the terms of this letter. For the avoidance of doubt, there shall be no double-counting of the fees payable in connection with Interim Facility B (as defined in the Interim Facility Agreement), on the one hand, and the fees payable in connection with Facility B or the Target M&A Commitments, on the other.

## 3. Miscellaneous

- (a) Any fees payable under this letter on a Utilisation Date (as defined in the Facilities Agreement) or Drawdown Date (as defined in the Interim Facility Agreement) will be paid by way of deduction from the proceeds of a Utilisation (as defined in the Facilities Agreement) or Interim Loan (as defined in the Interim Facility Agreement). Additionally, if designated by all Lenders, and subject to no material adverse tax consequences to the Company, fees may be designated as original issue discount by way of issuing such Utilisation (as defined in the Facilities Agreement) or Interim Loan (as defined in the Interim Facility Agreement) at a discount to par.
- (b) All fees once paid are non-refundable and non-creditable against other fees payable in connection with the Facilities other than as provided in this letter, the Commitment Letter, the Facilities Agreement or the Interim Facility Agreement.
- (c) The Facility B Upfront Fee (or the Interim Facility B Upfront Fee (if applicable)) and the Facility B Ticking Fee will be payable in USD.
- (d) The DDTL Facility Upfront Fee will be payable:
  - (i) if made pursuant to subparagraphs (a)(i) or (a)(ii)(B) of paragraph 1.2 (*Upfront Fee for the DDTL Facility*) above, in USD; and
  - (ii) if made pursuant to subparagraph (a)(ii)(A) or (a)(iii) of paragraph 1.2 (*Upfront Fee for the DDTL Facility*) above, in the currency of the relevant utilisation.
- (e) In respect of the Interim Facility Agreement and/or the Facilities Agreement (as applicable), you shall use reasonable endeavours to provide at least 12 Business Days' notice (including details of any redenomination (which may, for the avoidance of doubt, include notification that the Company intends to redenominate at the agent's spot rate of exchange) and expected amount to be utilised) of: (i) the Initial Closing Date (as defined in the Interim Facility Agreement and/or the Facilities Agreement (as applicable)) to the Commitment Parties; and (ii) after the Initial Closing Date, (A) each utilisation of Interim Facility B under the Interim Facility Agreement to the Interim Facility Agent; and/or (B) each utilisation of Facility B and the DDTL Facility under the Facilities Agreement to the Agent, provided that failure to comply with this requirement shall not constitute a breach of the terms of this letter, the

Commitment Documents, the Interim Documents and/or the Finance Documents and shall not impact our obligations thereunder.

- (f) The terms of this letter shall continue in full force and effect after the Facilities Agreement and, if applicable, the Interim Facility Agreement is signed.
- (g) You shall have the right (unless and until Interim Facility B or Facility B have been funded on the Initial Closing Date) to terminate this letter on or after the date on which the Commitment Letter is terminated or expires in accordance with its terms. This letter supersedes any prior understanding or agreement relating to the fees for the Facilities and Interim Facility B.
- (h) This letter is designated as an Interim Document under (and as defined in) the Interim Facility Agreement and as a Finance Document under (and as defined in) the Facilities Agreement.
- (i) This letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law unless otherwise specified in this letter.
- (j) Each of the parties to this letter agrees that the courts of England have exclusive jurisdiction to settle any disputes in connection with this letter and any non-contractual obligation arising out of or in connection with it and each of the parties to this letter accordingly submits to the jurisdiction of the English courts.
- (k) Each of the parties to this letter further agrees:
  - (i) to waive any objection to the English courts on grounds of inconvenient forum or otherwise as regards proceedings in connection with this letter and any non-contractual obligation arising out of or in connection with this letter; and
  - (ii) that a judgment or order of an English court in connection with this letter and any non-contractual obligation arising out of or in connection with it is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.
- (l) This letter may be executed in any number of and all those counterparts taken together shall be deemed to constitute one and the same letter. Delivery of a counterpart of this letter by email attachment shall be an effective mode of delivery.
- (m) A person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this letter.
- (n) Any provision of this letter may only be amended or waived by way of a written amendment or waiver signed by each party hereto.

#### 4. **Contractual recognition of Bail-in.**

Notwithstanding any other term of this letter or any other agreement, arrangement, or understanding between us and the Company, each party hereto acknowledges and accepts that any liability of any party to any other party under or in connection with this letter may be subject to Bail-in Action by the Resolution Authority, and acknowledges, accepts, and agrees to be bound by the effect of:

- (a) any Bail-In Action in relation to any such liability, including (without limitation);
  - (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;
  - (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and
  - (iii) a cancellation of any such liability; and
- (b) a variation of any term of this letter to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

**Article 55 BRRD** means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

**Bail-In Action** means the exercise of any Write-down and Conversion Powers.

**Bail-in Legislation** means (a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time; (b) in relation to the United Kingdom, the UK Bail-In Legislation; and (c) in relation to any state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation.

**EEA Member Country** means any member state of the European Union, Iceland, Liechtenstein and Norway.

**EU Bail-in Legislation Schedule** means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

**Resolution Authority** means any body which has authority to exercise any Write-down and Conversion Powers.

**UK Bail-In Legislation** means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

**Write-Down and Conversion Powers** means, (a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation

Schedule, (b) in relation to the UK Bail-In Legislation, any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers; and (c) in relation to any other applicable Bail-In Legislation: (i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and (ii) any similar or analogous powers under that Bail-In Legislation.

*[The rest of this page is intentionally left blank]*

Yours faithfully

**Blackstone Private Credit Fund**

By: Blackstone Credit BDC Advisors LLC, as investment advisor

as Original Lender and Commitment Party

.....  
Name: [Redacted]  
Title: Authorised Person

Address: Blackstone Alternative Credit Advisors LP, 345 Park Avenue, 30th Floor, New York, NY 10154

Email: [Redacted]

Attention: [Redacted]

With a copy to:

Address: 40 Berkeley Square, London, W1J 5AL

Email: [Redacted]

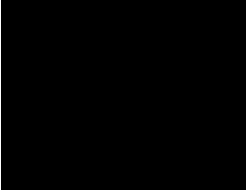
Attention: [Redacted]



**Blackstone Secured Lending Fund**

By: Blackstone Credit BDC Advisors LLC, as investment advisor

as Original Lender and Commitment Party

.....  
Name: 

Title: Authorised Person

Address: Blackstone Alternative Credit Advisors LP, 345 Park Avenue, 30th Floor, New York, NY 10154

Email: 

Attention: 

With a copy to:

Address: 40 Berkeley Square, London, W1J 5AL

Email: 

Attention: 

Resolution Life Australasia Limited, in its capacity as manager for Equity Trustees Limited as trustee for  
**RLA Private Credit Number 1 Fund**

By: Blackstone Alternative Credit Advisors LP, pursuant to the power of attorney now and hereafter granted to it as Sub-Manager

as Original Lender and Commitment Party

.....  
Name [Redacted]  
Title: Authorised Person

Address: Blackstone Alternative Credit Advisors LP, 345 Park Avenue, 30th Floor, New York, NY 10154

Email: [Redacted]  
Attention: [Redacted]

With a copy to:

Address: 40 Berkeley Square, London, W1J 5AL

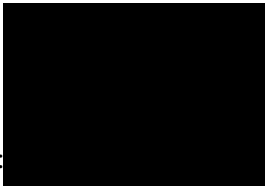
Email: [Redacted]  
Attention: [Redacted]

**Blackstone Rated Senior Direct Lending Fund LP**

By: Blackstone Rated Senior Direct Lending Associates LLC, its general partner

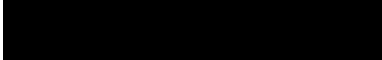
By: GSO Holdings I L.L.C., its managing member

as Original Lender and Commitment Party

.....  .....

Title: Authorised Person

Address: Blackstone Alternative Credit Advisors LP, 345 Park Avenue, 30th Floor, New York, NY 10154

Email: 

Attention: 

With a copy to:

Address: 40 Berkeley Square, London, W1J 5AL

Email: 

Attention: 

**Blackstone European Senior Debt Fund III SCSp**

By: Blackstone European Senior Debt Associates III GP S.à. r.l., its managing general partner  
as Original Lender and Commitment Party

By:

Name:

Title: Category A Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Category B Manager

Address: 11-13, Boulevard de la Foire, L-1528 Luxembourg, Grand Duchy of Luxembourg

Email:

Attention:

With a copy to:

Address: 40 Berkeley Square, London, W1J 5AL

Email:

Attention:

with a simultaneous copy to:

Blackstone Alternative Credit Advisors LP, 345 Park Avenue, 30th Floor, New York, NY 10154

Email:

Attention:

*[Signature page to Project Eden – Upfront Fee Letter]*

**Blackstone European Senior Debt Fund III SCSp**

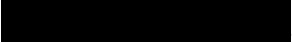
By: Blackstone European Senior Debt Associates III GP S.à. r.l., its managing general partner  
as Original Lender and Commitment Party

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Category A Manager

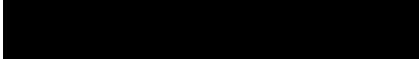
By:  \_\_\_\_\_

Name:  \_\_\_\_\_

Title: Category B Manager

Address: 11-13, Boulevard de la Foire, L-1528 Luxembourg, Grand Duchy of Luxembourg

Email: 

Attention: 

With a copy to:

Address: 40 Berkeley Square, London, W1J 5AL

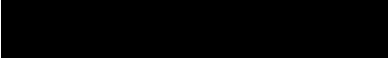
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Blackstone Alternative Credit Advisors LP, 345 Park Avenue, 30th Floor, New York, NY 10154

Email: 

Attention: 

**Blackstone European Senior Debt Fund III Levered SCSp**

By: Blackstone European Senior Debt Associates III GP S.à. r.l., its managing general partner

as Original Lender and Commitment Party

By:

Name:

Title: Category A Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Category B Manager

Address: 11-13, Boulevard de la Foire, L-1528 Luxembourg, Grand Duchy of Luxembourg

Email:

Attention:

With a copy to:

Address: 40 Berkeley Square, London, W1J 5AL

Email:

Attention:

with a simultaneous copy to:

Blackstone Alternative Credit Advisors LP, 345 Park Avenue, 30th Floor, New York, NY 10154

Email:

Attention:

*[Signature page to Project Eden – Upfront Fee Letter]*

**Blackstone European Senior Debt Fund III Levered SCSp**

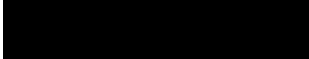
By: Blackstone European Senior Debt Associates III GP S.à. r.l., its managing general partner  
as Original Lender and Commitment Party

By: \_\_\_\_\_

Name: \_\_\_\_\_

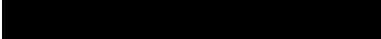
Title: Category A Manager

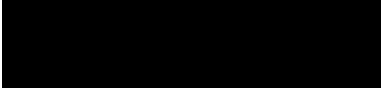
By:  \_\_\_\_\_

Name:  \_\_\_\_\_

Title: Category B Manager

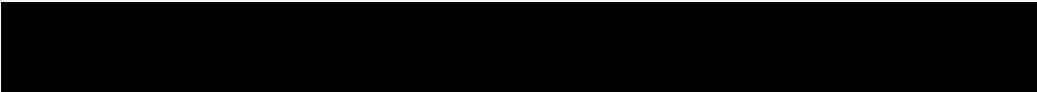
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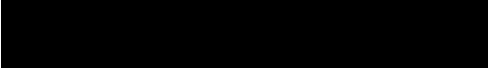
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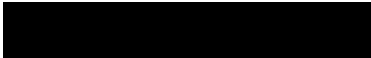
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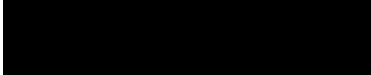
Email: 

Attention: 

with a simultaneous copy to:

Blackstone Alternative Credit Advisors LP, 345 Park Avenue, 30th Floor, New York, NY 10154

Email: 

Attention: 

We acknowledge and agree to the above.

 .....

For and on behalf of

**Eden AcquisitionCo Limited**

Name: 

Title:

Date: 4 September 2023