



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

4 September 2023

Dear Sir / Madam

PROJECT EDEN – INTERIM FACILITY AGREEMENT

INTERIM FACILITY AGENT AND INTERIM SECURITY AGENT FEE LETTER

1. INTRODUCTION

- (a) We refer to the interim facility agreement dated on or about the date of this letter between, amongst others, the Company, Kroll Agency Services Limited as the Interim Facility Agent and Kroll Trustee Services Limited as the Interim Security Agent (the "**Interim Facility Agreement**").
- (b) This letter is the Fee Letter referred to in Clause 13.3 (*Other Fees*) of the Interim Facility Agreement.
- (c) Terms defined in the Interim Facility Agreement have the same meaning in this Fee Letter unless given a different meaning in this Fee Letter.

2. QUARTERLY AGENCY FEE

- (a) The Company shall pay to the Interim Facility Agent for its own account a quarterly fee of USD 7,500 (the "**Agency Fee**").
- (b) The Agency Fee shall be due and payable quarterly in advance with the first payment being due no later than 5 Business Days after the Initial Closing Date and each subsequent payment being due and payable quarterly thereafter for so long as any Interim Lender has any Interim Commitment outstanding.
- (c) The Agency Fee will not be payable if the Initial Closing Date does not occur.



- (d) For the avoidance of doubt, no security agency fee shall be payable to the Interim Security Agent under the Interim Facility Agreement.

3. PAYMENT OF FEES

- (a) If the Interim Facility Agent voluntarily resigns its appointment or voluntarily seeks to be replaced or all amounts outstanding under the Interim Facility Agreement are repaid in full (and all commitments thereunder are cancelled), a portion of the relevant fee paid in advance 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 Agency Fee shall be owed or payable by the Company thereafter.
- (b) Without limiting your obligation to pay the Agency Fee, by countersigning this Fee Letter you:
 - (i) at your election, may authorise the Interim Facility Agent to deduct from the proceeds of the first utilisation of Interim Facility B in respect of the Agency Fee due on the Initial Closing Date; and/or
 - (ii) agree that the Agency Fees shall be payable by you (or such person authorised by you) to the Interim Facility Agent into such account as we may notify to you in writing from time to time.
- (c) Each of the Interim Facility Agent and the Interim Security Agent confirms that it (or, in each case, any of its Affiliates) shall act as Facility Agent and Security Agent (respectively) with respect to the Facilities Agreement and the Intercreditor Agreement (each term as defined in the Commitment Letter). Any Agency Fee paid under this letter is to be credited against any agent fees payable under the Facilities Agreement upon the Interim Facility Agent's (or, its Affiliate's) appointment as the Facility Agent (as defined in the Commitment Letter) with respect to the Facilities Agreement and the Intercreditor Agreement.
- (d) Subject to subparagraphs (a) and (c) above, the Agency Fees shall not be refundable in whole or in part.
- (e) All other applicable fees, costs, expenses, default interest and amounts due pursuant to the provisions of any Interim Document will be payable to the Interim Facility Agent and the Interim Security Agent (as applicable) for their own account in accordance with the terms of the relevant Interim Document.
- (f) 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 Interim Facility B shall apply equally to the VAT Amount.

- (g) 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 Interim Facility Agreement.

4. MISCELLANEOUS

- (a) This Fee Letter is designated as an Interim 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 26.1 (*Submission to jurisdiction*) of the Interim 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, [REDACTED]

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

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



We acknowledge and agree the terms set out above



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