

PRIVATE AND CONFIDENTIAL

AGENCY AND SECURITY AGENT FEE LETTER

To: **FREYA BIDCO LIMITED** (the “**Company**”)
3rd Floor, 30 Broadwick Street
London, United Kingdom
W1F 8JB

Date: 31 October 2023

Dear Sirs,

Senior facilities agreement dated on or around the date hereof between, among others, the Company as company and Wilmington Trust (London) Limited as agent (the “Agent”) and security agent (the “Security Agent”) (as amended and/or restated from time to time) (the “Senior Facilities Agreement”)

1. We refer to the Senior Facilities Agreement, and are writing to you in our capacity as Agent and Security Agent. Terms defined in the Senior Facilities Agreement shall, unless otherwise defined herein, have the same meanings when used herein. This is the Fee Letter referred to in clauses 17.3 (*Agency Fee*) and 17.4 (*Security Agent Fee*) of the Senior Facilities Agreement.
2. On and from the date of this letter, the parties to this letter irrevocably acknowledge and agree that the Fee Letter dated 1 June 2023 in respect of the Agency Fees (as defined therein) (the “**Previous Fee Letter**”) is terminated and replaced in its entirety by this Fee Letter. Any Agency Fees (as defined in the Previous Fee Letter) paid under the Previous Fee Letter are to be credited against any Agency Fees (as defined below) under this Fee Letter.
3. We write to record our agreement with you that you will:
 - (a) pay, or procure that there is paid, to the Agent in consideration for its appointment as Agent an annual administration fee of GBP 25,000 (the “**Facility Agency Fee**”) payable annually in advance;
 - (b) pay, or procure that there is paid, to the Security Agent in consideration for its appointment as Security Agent an annual administration fee of GBP 12,000 (the “**Security Agent Fee**”) payable annually in advance;
 - (c) pay, or procure that there is paid, to the Agent an annual withholding tax reporting fee of GBP 10,000 (the “**WHT Reporting Fee**”) payable annually in advance; and
 - (d) pay, or procure that there is paid, to the Agent a onetime Set Up Fee (the “**Set Up Fee**”, together with the Facility Agency Fee, the Security Agent Fee and the WHT Reporting Fee, the “**Agency Fees**”) of GBP 2,000 payable on the Initial Closing Date,

in the case of (a), (b) and (c) above, subject to paragraph 8 below.

4. The first annual payment of the Facility Agency Fee and the WHT Reporting Fee shall be payable, in accordance with paragraph 3 above, on the Initial Closing Date and thereafter annually on or before each yearly anniversary of the Initial Closing Date but only for as long as any Commitment is in force or any amounts are outstanding under the Senior Facilities Agreement.

5. The first annual payment of the Security Agent Fee shall be payable, in accordance with paragraph 3 above, on the Initial Closing Date and thereafter annually on or before each yearly anniversary of the Initial Closing Date until the Final Discharge Date (as defined in the Intercreditor Agreement).
6. The Company may (at its discretion) authorise the Agent to deduct (i) the annual payments of the Facility Agency Fee and Security Agent Fee and (ii) the Set Up Fee from the proceeds of any Utilisation of the Facilities under the Senior Facilities Agreement.
7. For the avoidance of doubt, no fees are payable under this letter unless and until the Initial Closing Date occurs.
8. Notwithstanding anything to the contrary in this letter:
 - (a) if the Agent is replaced or resigns from its role as Agent, no further Facility Agency Fee shall be payable after the date on which a replacement Agent is appointed and the Agent will reimburse the Company for the *pro rata* amount of the Facility Agency Fee paid to the Agent from the period from the date on which such appointment occurred to the next date on which the Facility Agency Fee would have otherwise been payable;
 - (b) if the Security Agent is replaced or resigns from its role as Security Agent, no further Security Agent Fee shall be payable after the date on which a replacement Security Agent is appointed and the Security Agent will reimburse the Company for the *pro rata* amount of the Security Agent Fee paid to the Security Agent from the period from the date on which such appointment occurred to the next date on which the Security Agent Fee would have otherwise been payable;
 - (c) upon the cancellation of all Commitments and repayment of all amounts outstanding under the Senior Facilities Agreement, no further Facility Agency Fee shall be payable and the Agent will reimburse the Company for the *pro rata* amount of the Facility Agency Fee paid to the Agent from the period from the date on which such cancellation and repayment occurred to the next date on which the Facility Agency Fee would have otherwise been payable; and
 - (d) upon the occurrence of the Final Discharge Date (as defined in the Intercreditor Agreement), no further Security Agent Fee shall be payable and the Security Agent will reimburse the Company for the *pro rata* amount of the Security Agent Fee paid to the Security Agent from the period from the Final Discharge Date (as defined in the Intercreditor Agreement) to the next date on which the Security Agent Fee would have otherwise been payable.
9. Save as set out in paragraph 8 above, all amounts payable under this letter are non-refundable and non-creditable against any other fees and shall (unless otherwise agreed) be paid in clear and immediately available funds to the following account (or such other account as we may from time to time advise you):

Account Name: WT London GBP Business Operating

Bank: JPMorgan Chase Bank, 25 Bank Street, London, E14 5JP

Sort Code: 60 92 42

Account No: 67101609

Swift: CHASGB2L

IBAN: GB29CHAS60924267101609

Reference: Project Diana Agency Fees

10. If the Agency Fees are due and payable on a date which is not a Business Day, the fee shall be payable on the first immediately following Business Day.
11. No party hereto will, without the prior written consent of the other party, disclose the contents of this letter or their existence to any person except:
 - (a) as required by law or to comply with the rules of any regulatory body to which that party is subject;
 - (b) to EQT and its affiliates and any potential (direct or indirect) equity investor in the Company on condition that they agree to keep this letter and its terms confidential; and
 - (c) to each party's employees and professional advisors if such recipient is informed in writing of its confidential nature unless the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to such information.
12. You may not assign or transfer any of your rights or be relieved of any of your obligations under this letter without our prior written consent.
13. Save as expressly provided otherwise in this letter, a person who is not a party to this letter may not rely on it and the terms of the Contracts (Rights of Third Parties) Act 1999 are excluded. The parties hereto may amend this letter in writing without the consent of any third party.
14. 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.
15. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law and the parties submit to the exclusive jurisdiction of the English courts (including in relation to a dispute relating to any non-contractual obligation arising out of or in connection with this letter).

Please confirm your agreement to the terms of this letter by signing and returning to us the enclosed copy of this letter.

Yours faithfully

The Agent

For and on behalf of

WILMINGTON TRUST (LONDON) LIMITED

REDACTED

—
Name:

Lisa Mariconda

Title:

Relationship Manager

The Security Agent

For and on behalf of

WILMINGTON TRUST (LONDON) LIMITED

REDACTED

Name:

Lisa Mariconda

Title:

Relationship Manager

We accept and agree the provisions set out above.

For and on behalf of

FREYA BIDCO LIMITED
REDACTED _

Name: Peter Balslev

Title: Director