

Barclays Bank Plc

**Deutsche Bank AG, London
Branch**

**Hamburg Commercial Bank
AG, Luxembourg Branch**

HSBC UK Bank Plc

Lloyds Bank Plc

Mizuho Bank Ltd

**National Westminster Bank
Plc**

each as an Original Revolving Facility Lender (as defined below) (“we”, “us”, “our”)

To: **Freya Bidco Limited**
3rd Floor, 30 Broadwick Street
London, United Kingdom
W14 8JB
Attention: the directors

(“Company”, “you”, “your”)

31 October 2023

RCF Fee Letter

Dear Addressees,

Introduction

1. This letter is delivered to you in connection with the senior facilities agreement dated on or around the date hereof between, among others, the Company as company and the Original Revolving Facility Lenders (as amended and/or restated from time to time) (the “**Senior Facilities Agreement**”).
2. Unless otherwise defined herein, terms defined in the Senior Facilities Agreement shall have the same meaning in this letter. This is the RCF Fee Letter referred to in clause 17.2 (*Upfront fees and closing payments*).
3. This letter is a “Finance Document” for the purposes of the Senior Facilities Agreement.

Arrangement Fee

4. You agree to pay (or procure that another member of the Group shall pay) to each Original Revolving Facility Lender:

- (a) an arrangement fee (together, the “**Revolving Facility (EUR) Arrangement Fees**”) calculated (and payable) on an individual basis in an amount per Original Revolving Facility Lender equal to 2.75% of the amount of its respective Original Revolving Facility (EUR) Commitments as at the Initial Closing Date; and
- (b) an arrangement fee (together, the “**Revolving Facility (USD) Arrangement Fees**”) calculated (and payable) on an individual basis in an amount per Original Revolving Facility Lender equal to 2.75% of the amount of its respective Original Revolving Facility (USD) Commitments as at the Initial Closing Date,

together, the “**Revolving Facility Arrangement Fees**”.

- 5. The Revolving Facility Arrangement Fees shall be payable within five Business Days of the Initial Closing Date.
- 6. No Revolving Facility Arrangement Fees shall be payable unless the Initial Closing Date occurs.

Ticking Fee

- 7. You agree to pay (or procure that a member of the Group shall pay) to each Original Revolving Facility Lender:
 - (a) a ticking fee (together, the “**Revolving Facility (EUR) Ticking Fees**”) computed (and payable) in accordance with paragraph 8 below on an individual basis on each Original Revolving Facility Lender’s Original Revolving Facility (EUR) Commitments for the period commencing on the date of the Senior Facilities Agreement and ending on (and excluding) the Initial Closing Date; and
 - (b) a ticking fee (together, the “**Revolving Facility (USD) Ticking Fees**”) computed (and payable) in accordance with paragraph 8 below on an individual basis on each Original Revolving Facility Lender’s Original Revolving Facility (USD) Commitments for the period commencing on the date of the Senior Facilities Agreement and ending on (and excluding) the Initial Closing Date,

together, the “**Revolving Facility Ticking Fees**”.

- 8. For any day on which Revolving Facility Ticking Fees accrue in accordance with paragraph 7 above, the Revolving Facility Ticking Fees shall be equal to the percentage of the initial Margin for the Original Revolving Facility (EUR) and the Original Revolving Facility (USD) (as applicable) set out in the table below opposite the dates:

Dates	Percentage of applicable Margin
Date of this letter – 30 November 2023 (inclusive)	0%
1 December 2023 – 31 December 2023 (inclusive)	15%
1 January 2024 onwards	20%

9. The Revolving Facility Ticking Fees shall be payable within five Business Days of the Initial Closing Date.
10. No Revolving Facility Ticking Fees shall be payable unless the Initial Closing Date occurs.

Payments

11. All amounts payable under this letter shall (unless otherwise agreed) be paid in the currency in which the relevant Original Revolving Facility on which such amount is payable is denominated in immediately available freely transferable funds (and to such accounts with such bank as the Agent shall notify you no later than five Business Days prior to the due on which the payment is payable).
12. All payments under this letter shall be paid without set-off or counterclaim and free and clear of any withholding or deduction.
13. The Original Revolving Facility Lenders may agree to share the fees payable to them under this letter on such terms as they wish.

Non-Refundable

14. All fees under this letter once paid are non-refundable, in whole or in part and non-creditable against other fees payable in connection with the Original Revolving Facility Commitments.

Confidentiality

15. The provisions of clause 42 (*Confidentiality*) of the Senior Facilities Agreement shall apply to payments under this letter as if such provisions were incorporated into this letter *mutatis mutandis* and as if a reference to “this Agreement” and/or the “Finance Documents” were a reference to this letter instead.

Assignment and Amendment

16. Your rights under this letter may not be assigned by you without our prior written consent. Any provision of this letter may only be amended, waived or modified by written instrument signed by each of the parties to this letter.

Third Party Rights

17. Unless expressly provided to the contrary in this letter and except for any member of the Group, a person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any of its terms.
18. Notwithstanding any term of this letter, the consent of any person who is not a party to this letter is not required to rescind or vary this letter at any time.

Counterparts

19. This letter may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.

Governing Law and Jurisdiction

20. This letter and any non-contractual obligations arising under or in respect of it shall be governed by and construed in accordance with English law. The parties submit to the exclusive jurisdiction of the English courts.

If you are in agreement with the foregoing, please sign and return to us a copy of this letter.

Yours faithfully,

For and on behalf of

BARCLAYS BANK PLC

REDACTED

Name:

Title: **Sinead Harris**
Managing Director

For and on behalf of

DEUTSCHE BANK AG, LONDON BRANCH
REDACTED

REDACTED

Name:

Title:

Luca Laino
Managing Director
Deutsche Bank

Name:

Title:

For and on behalf of

HAMBURG COMMERCIAL BANK AG,

LUXEMBOURG BRANCH

— REDACTED

Name: Thomas Weber Evelyn Steinbach

Title: Authorized Signatories

For and on behalf of

HSBC UK BANK PLC

REDACTED

Name: Antoine Racine

Title: Associate Director

For and on behalf of

LLOYDS BANK PLC

REDACTED

Name: Colin Hock

Title: Associate Director

For and on behalf of

MIZUHO BANK, LTD

REDACTED

Name: Jonathan Stott

Title: Director

For and on behalf of

NATIONAL WESTMINSTER BANK PLC

REDACTED

Name: Rob Klijn

Title: Director

We acknowledge and agree to the above:

FREYA BIDCO LIMITED

REDACTED

By:

Name: Peter Balslev

Title: Director