

The Directors  
Eagle UK Bidco Limited (the “Company”)  
5 Marble Arch, London  
United Kingdom, W1H 7EJ

29 October 2024

Dear Sirs,

**Project Eagle – Interim Agency and Security Agency Fee Letter**

**1. INTRODUCTION**

- (a) We refer to the interim facilities agreement dated on or about the date of this letter between, amongst others, the Company as company, the Interim Facility Agent as interim facility agent and the Interim Security Agent as interim security agent (the “**Interim Facilities Agreement**”).
- (b) This letter is a Fee Letter as referred to in the Interim Facilities Agreement.
- (c) Unless defined otherwise in this Fee Letter, terms defined in the Interim Facilities Agreement have the same meaning in this Fee Letter.

**2. ANNUAL AGENCY AND SECURITY AGENCY FEE**

- (a) Subject to paragraph (c) of Clause 3 (*Payment of Fees*) below, the Company shall pay to:
  - (i) the Interim Agent, for its own account, an agency fee in an amount of £12,500 per annum; and
  - (ii) the Interim Security Agent, for its own account, a security agency fee in an amount of £5,000 per annum (together with the fee referred to in paragraph (i) above, the “**Interim Agency Fees**”),

in consideration of the Interim Facility Agent acting as interim facility agent and the Interim Security Agent acting as interim security agent in respect of the Interim Facilities under the Interim Facilities Agreement. A pro rata temporis rebate calculated by reference to a period of time between the date of the first Utilisation under the Interim Facilities Agreement and the Final Repayment Date will be applied on prepayment or cancellation in full of all commitments in respect of the Interim Facilities, termination of the role of the Interim Facility Agent and/or the Interim Security Agent, or where the Interim Facility Agent and/or the Interim Security Agent ceases to be or is replaced as agent and/or security agent for any reason.

- (b) The Interim Agency Fee shall be due and payable annually in advance with the first payment (subject to such first payment being reduced in accordance with paragraph (c) of Clause 3 (*Payment of Fees*) below) being due on the date falling 10 Business Days after the first Utilisation Date in respect of Interim Facility B (the “**First Payment Date**”).

### 3. PAYMENT OF FEES

- (a) Payment of the Fees shall be made to such account as we may notify to you from time to time.
- (b) The Fees shall not be refundable in whole or in part except as contemplated in this Fee Letter.
- (c) The Interim Facility Agent and the Interim Security Agent each acknowledge and agree that the first payment of the Interim Agency Fee in accordance with paragraph (b) of Clause 2 (*Annual Agency and Security Agency Fee*) above shall be in an amount calculated on a pro rata temporis basis by reference to a period of time between the date of the first Utilisation under the Interim Facilities Agreement and the Final Repayment Date (as defined in the Interim Facilities Agreement).
- (d) 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 at the same time as making the relevant fee payment.
- (e) All payments under this Fee Letter are to be made in immediately available, freely transferable, cleared funds, without set-off, withholding or deduction and, without limitation, in accordance with Clauses 12 (*Tax Gross-Up and Indemnities*) and 28 (*Set-off*) of the Interim Facilities Agreement.

### 4. AGREED OFF-SET BETWEEN FEES

- (a) For the avoidance of doubt, the parties intend for there to be no duplication of any agency fees and security agency fees payable in respect of the Interim Facilities Agreement and the Senior Facilities Agreement (as defined in the Commitment Letter).
- (b) The Interim Facility Agent and the Interim Security Agent agree to act as interim agent and interim security agent (respectively) under the Senior Facilities Agreement and the annual agency fees and security agency fees payable in connection therewith (the “**Senior Agency Fees**”) shall be no higher than the Interim Agency Fees payable in connection with this letter.
- (c) Any amounts in respect of the Interim Agency Fee that are paid to the Interim Facility Agent and the Interim Security Agent shall be deemed to have been paid on account of the Senior Agency Fees, such that any Senior Agency Fees due shall be reduced by the amount of any Interim Agency Fee paid.

**5. MISCELLANEOUS**

- (a) This Fee Letter is designated as a Finance Document under the Interim Facilities Agreement.
- (b) For the avoidance of any doubt, if the First Payment Date or any Subsequent Payment Date is not a Business Day, no Interim Agency Fee shall be due or payable on such date but shall instead fall due and be payable on the next Business Day to occur.
- (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 38 (*Jurisdiction*) of the Interim Facilities 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 the enclosed copy of this letter.

Yours faithfully,

*[Signature page follows]*

[REDACTED] .....

For and on behalf of  
**Global Loan Agency Services Limited**  
as Interim Facility Agent

[REDACTED] .....

For and on behalf of  
**GLAS Trust Corporation Limited**  
as Interim Security Agent



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For and on behalf of  
**Eagle UK Bidco Limited**  
as Company