

AGENCY AND SECURITY AGENCY FEE LETTER

To:

FREYA BIDCO LIMITED (the “**Borrower**”)

3rd Floor, 30 Broadwick Street

London, United Kingdom

W1F 8JB

For the attention of

1 June 2023

Dear Sirs

Agency Fee Letter

1. We refer to the interim loan agreement dated on or about the date of this letter between, amongst others, the Borrower as company and Wilmington Trust (London) Limited as agent (the “**Interim Agent**”) and security agent (the “**Interim Security Agent**”) (the “**Interim Loan Agreement**”).
2. Words and expressions defined in the Interim Loan Agreement have the same meanings when used in this letter unless otherwise provided or the context otherwise requires.
3. Set out below is the agreement between the Borrower and ourselves in relation to fees, costs and expenses payable to us by the Borrower in respect of the proposal that we become Interim Agent and Interim Security Agent under the Interim Loan Agreement (the “**Proposal**”).
4. If, after considering the Proposal, we agree to become Interim Agent / Interim Security Agent under the Interim Loan Agreement, the Agency fees shall be an annual fee of £37,000 p.a. (the “**Annual Agent Fee**”).
5. The Annual Agent Fee shall be payable in one annual instalment on the Initial Closing Date and only become payable if the Initial Closing Date occurs (the “**Payment Anniversary Date**”) with subsequent instalments falling due upon each anniversary of the Payment Anniversary Date until the date on which all amounts due to any of the Lenders under the Interim Loan Agreement have been repaid or irrevocably cancelled or discharged in full and/or our role as Interim Agent and Interim Security Agent under the Interim Loan Agreement terminates. In addition to the Annual Agent Fee, the Borrower shall pay a onetime Set Up Fee (together with the Annual Agent Fee (the “**Agency Fees**”) of £2,000 payable on the Initial Closing Date and which shall only become payable if the Initial Closing Date occurs.
6. The Agency Fees referred to in this letter are exclusive of any VAT, which shall be paid by you if chargeable. You shall pay any VAT chargeable on the Agency Fees to us (in addition to and at the same time as paying the consideration) in an amount equal to the amount of the VAT and all related penalties, costs and interest.

7. The Agency Fees are payable to us in Pounds Sterling (“**GBP**”) for our own account in full without any set-off, deductions or withholding of any kind (unless required by law) and in immediately available, freely transferable, cleared funds to the account notified by us for this purpose. If a deduction or withholding is required by law to be made, the amount of the payment due to us shall be increased to an amount which (after making the deduction or withholding) leaves an amount equal to the amount that would have been due if no such deduction or withholding had been required.
8. The Agency Fees should be paid to the account of Wilmington Trust (London) Limited at:

Account Name: REDACTED

Bank: REDACTED

Sort Code: REDACTED

Account No: REDACTED

Swift: REDACTED

IBAN: REDACTED

Ref: REDACTED
9. The Interim Agent hereby confirms that it (or any of its affiliates) shall act as Agent and Security Agent with respect to the Senior Facilities Agreement (each term as defined under the Commitment Letter) and that the amount of the Interim Fees quoted herein will not exceed the fees for the purposes of its role (or the role of its affiliates) as the Agent and the Security Agent with respect to the Senior Facilities Agreement and Intercreditor Agreement. Any Agency Fees paid under this letter are to be credited against any agency fees under the Senior Facilities Agreement upon the Interim Agent’s (or its affiliate’s) appointment as the Agent and the Security Agent with respect to the Senior Facilities Agreement.
10. Subject to paragraph 9 above, each Agency Fee is non-refundable and non creditable against other fees payable in connection with the Interim Loan Agreement or the Senior Facilities Agreement.
11. This letter is confidential and neither its existence nor content may be disclosed to any person (other than your agents, employees and professional advisers on condition of confidentiality) save to the extent required by law or court order.
12. A person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or enjoy the benefit of any of the terms of this letter and we shall not be liable to any such person by reason of our entry into this letter or the disclosure of this letter to any such person.
13. 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. Delivery of an executed counterpart of a signature page of this letter by facsimile transmission shall be effective as delivery of an original executed counterpart thereof.

14. Any notices, documents or communications to be made in connection with this Fee Letter shall be made in writing and may be made by fax or letter to the addresses and fax numbers identified with its name below.
15. This letter and any non-contractual obligations arising out of or in connection with it are governed by and construed in all respects in accordance with English law. The parties submit to the non-exclusive jurisdiction of the English courts.

Kindly acknowledge your agreement to the above by counter-signing below and returning to us a copy of this letter.

Yours faithfully

The Agent

Signed for and on behalf of

Wilmington Trust (London) Limited

REDACTED

Name: REDACTED

Title: Vice President

Address: Third Floor, 1 King's Arms Yard, London EC2R 7AF

The Security Agent

Signed for and on behalf of

Wilmington Trust (London) Limited

REDACTED

Name: REDACTED

Title: Vice President

Address: Third Floor, 1 King's Arms Yard, London EC2R 7AF

We acknowledge and agree to the above:

REDACTED

Name: REDACTED

Title: Director

Date: 2 June 2023