

PRIVATE & CONFIDENTIAL

To: **LEOPARD UK BIDCO LIMITED** (the “**Company**” or “**you**”)
23 Savile Row, Floor 4, London W1S 2ET, England

From: **ALTER DOMUS AGENCY SERVICES (UK) LIMITED** (the “**Interim Facility Agent**”);
and
ALTER DOMUS TRUSTEES (UK) LIMITED (the “**Interim Security Agent**”)

Date: 4 December 2024

Ladies and Gentlemen,

Project Leopard – Interim Agency Fee Letter

1 Background

- 1.1 We refer to the interim facilities agreement dated on or about the date hereof and made between, amongst others, the Company, the Interim Facility Agent and the Interim Security Agent (as amended, supplemented and/or restated from time to time, the “**Interim Facilities Agreement**”).
- 1.2 Terms defined in the Interim Facilities Agreement have the same meaning in this letter unless otherwise defined. In this letter:
- “**Payment Period**” means the period from (and excluding) the most recent payment date of the Interim Agency Fees (as defined below) to (and including) the date falling ninety (90) days thereafter.
- 1.3 This letter is the Interim Agency Fee Letter for the purposes of the Interim Facilities Agreement and is an Interim Finance Document.

2 Interim Agency Fees

In consideration of Alter Domus Agency Services (UK) Limited acting as Interim Facility Agent and Alter Domus Trustees (UK) Limited acting as Interim Security Agent under the Interim Finance Documents, the Company shall pay (or shall procure that another member of the Group will pay) to the Interim Facility Agent (for its own account and for the account of the Interim Security Agent) an interim agency fee of \$10,000 (the “**Interim Agency Fee**”):

- (a) on or prior to the Interim Closing Date; and
- (b) on or prior to the last day of each Payment Period falling after the Interim Closing Date for so long as any amount is outstanding under the Interim Finance Documents or for so long as any Interim Facility Commitment is greater than zero (0).

3 Payment of Interim Agency Fee

- 3.1 The first instalment of the Interim Agency Fee shall be due and payable on or before the Interim Closing Date.
- 3.2 No Interim Agency Fee shall be payable if the Interim Closing Date does not occur.

3.3 All payments of the Interim Agency Fee shall be paid into the account specified in the relevant invoice and in accordance with and on the date set out in paragraph 2 above.

3.4 Without prejudice to this paragraph 3, the Interim Facility Agent is hereby authorised to deduct the relevant amount of the first instalment of the Interim Agency Fee from the first utilisation to be made on the Interim Closing Date under the terms of the Interim Facilities Agreement.

4 Adjustment

4.1 If Alter Domus Agency Services (UK) Limited or Alter Domus Trustees (UK) Limited is replaced or resigns as Interim Facility Agent or Interim Security Agent respectively, or if all amounts outstanding under the Interim Finance Documents have been repaid or cancelled (including without limitation in connection with the entry into the Long-term Financing Agreements), a portion of the Interim Agency Fee paid under this letter shall be refunded on a pro rata basis for the period from the date on which such resignation or termination occurred to the next Payment Period and no further instalments of the Interim Agency Fee shall be due.

4.2 Any refund due from the Interim Facility Agent or the Interim Security Agent under paragraph 4.1 above may be (at the sole discretion of the Company) set-off against any agency or security agency fees due under the Long-term Financing Agreements.

4.3 Subject to paragraph 4.1, the Interim Agency Fee is non-refundable and non-creditable against other fees payable in connection with the Interim Facilities Agreement.

5 VAT

All amounts payable under this Interim Agency Fee Letter are exclusive of any VAT. If VAT is chargeable, the Company shall, in accordance with Clause 10.7 (*Value added taxes*) of the Interim Facilities Agreement, pay (or shall procure that another Group Company will pay) the amount of the VAT at the same time as making the relevant fee payment.

6 Third Parties

Except as otherwise expressly provided in this letter, the terms of this letter may be enforced only by a party to this letter and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded. The parties to this letter may amend this letter in writing without the consent of a third party.

7 Counterparts

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.

8 Electronic Signatures

Each party understands and agrees that its electronic signature manifests its consent to be bound by all terms and conditions set forth in this letter.

9 Governing Law

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law and the parties hereto submit to the exclusive jurisdiction of the English courts to settle any dispute or any non-contractual obligation arising out of or in connection with this letter.

If you agree to the above, please countersign where indicated below.

Yours faithfully,



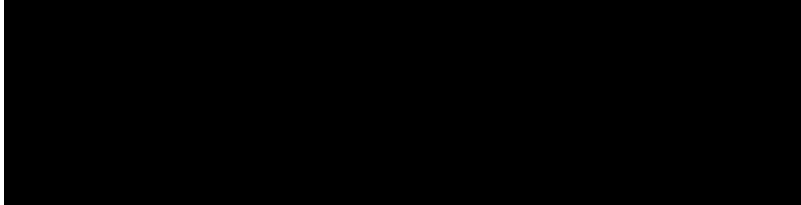
For and on behalf of
ALTER DOMUS AGENCY SERVICES (UK) LIMITED
as the Interim Facility Agent

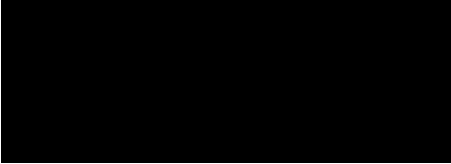
Notice Details

Address:

Email:

Attention:





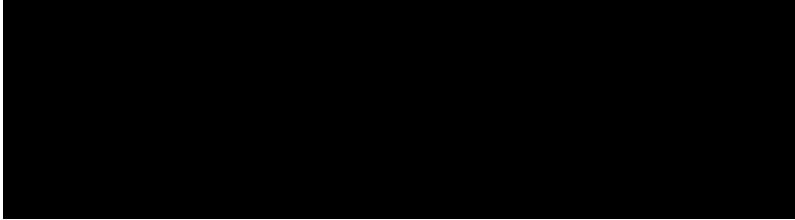
For and on behalf of
ALTER DOMUS TRUSTEES (UK) LIMITED
as the Interim Security Agent

Notice Details

Address:

Email:

Attention:



We hereby acknowledge and confirm our agreement to the terms of this Interim Agency Fee Letter.



For and on behalf of
LEOPARD UK BIDCO LIMITED
as the Company

Date: 4 December 2024