

To: BCP VI Neptune Bidco Holdings Limited (the "**Company**")

Attention: [REDACTED]

09 June 2023

Dear Sir or Madam

PROJECT NEPTUNE – FEE LETTER

1. INTRODUCTION

- (a) The Commitment Parties refer to the Commitment Letter addressed to the Company and dated on or about the date of this letter (the "**Commitment Letter**").
- (b) Unless a contrary indication appears in a Commitment Document, terms defined (or given a particular construction) in a Commitment Document (including pursuant to Appendix A (*Certain Defined Terms*) to this letter) shall have the meaning (or construction) given to them in that Commitment Document when used in that or any other Commitment Document.
- (c) This letter is a Fee Letter and a Commitment Document.
- (d) Notwithstanding any term of any Commitment Document to the contrary, no Fees or Interim Facilities Upfront Fees will accrue or be payable if the Scheme Effective Date or the Offer Unconditional Date do not occur prior to the expiry of the Certain Funds Period, other than Commitment Fees pursuant to paragraphs (a)(i) or (a)(ii) (as applicable) of Clause 5 (*Commitment Fees*) (which, for the avoidance of doubt, will start accruing from the Countersignature Date and/or, as applicable, Signing Date), Clause 6 (*Structuring Fee*) and Clause 8 (*Costs and expenses*).

2. UNDERWRITE FEE

- (a) Subject to paragraphs (b) and (d) of this Clause 2 below, and to the other terms of this letter, if the Scheme Effective Date or Offer Unconditional Date has occurred prior to the end of the Certain Funds Period (and, for the avoidance of doubt, irrespective of whether an Interim Term Facility Utilisation Date or Bridge Term Facility Utilisation Date has occurred), the Company will pay (or will cause to be paid) to or on behalf of (and for the account of) the Underwriters, a one-off underwrite fee (the "**Underwrite Fee**"), in USD, in an amount equal to 0.85 per cent. of the aggregate principal amount of the commitments of such Underwriters in respect of the Bridge Facilities under the Commitment Letter as at the Countersignature Date (in each case, with such fees to be shared amongst the relevant Underwriters on a pro rata basis by reference to their respective commitments under the Bridge Facilities as at the Countersignature Date).
- (b) In relation to such Underwrite Fee paid or payable to an Underwriter, if:
 - (i) that Underwriter (or any Affiliate (or a Related Fund) of that Underwriter) has been offered the bona fide opportunity to provide, arrange, underwrite or participate in a Take-Out Financing (the "**Offer**"); and
 - (ii) that Underwriter (or any Affiliate (or a Related Fund) of that Underwriter) has:
 - (A) declined or failed to accept the Offer within a reasonable period of time (being not less than 15 Business Days) stipulated by the Company for acceptance of the Offer

after your request for Underwriter (or any Affiliate (or a Related Fund) of that Underwriter) to accept the Offer provided that that Underwriter (or Affiliate or Related Fund) shall not be deemed to have declined the Offer if: (x) it has notified the Sponsor prior to the date of this letter that it would intend to syndicate any commitment in respect of a Take-Out Financing; (y) it accepts the Offer subject to the Company agreeing to syndication provisions in relation to the Take-Out Financing which are customary for and consistent with underwritten loan syndications in the Middle Eastern loan markets; and (z) the commitments obtained by the Company from potential lenders willing to arrange, provide, underwrite and/or participate in the Take-out Financing are in aggregate less than 50% of the required commitments for such Take-Out Financing and the Company declines to agree such syndication provisions with that Underwriter (or Affiliate or Related Fund); or

- (B) subject to paragraph (d)(iii) below, made a bona fide offer to underwrite less than 33.3% of the aggregate commitments being made available under the Offer,

then the Underwrite Fee payable by the Company to that Underwriter will be reduced to an amount equal to 0.50 per cent. of the aggregate principal amount of the commitments of such Underwriter in respect of the Bridge Facilities under the Commitment Letter as at the Countersignature Date (the "**Reduced Underwrite Fee**") and if any Underwrite Fee in excess of the Reduced Underwrite Fee has already been paid to that Underwriter, then an amount equal to that excess will become due and payable by that Underwriter to the Company.

- (c) The Underwrite Fee or Reduced Underwrite Fee (as applicable) will be payable on the earlier to occur of:
- (i) the first Interim Term Facility Utilisation Date;
 - (ii) the first Bridge Term Facility Utilisation Date; and
 - (iii) if there has been no utilisation of the Interim Term Facilities or the Bridge Term Facilities and the Scheme Effective Date or Offer Unconditional Date (as applicable) has occurred within the Certain Funds Period, the date falling 20 Business Days after the Scheme Effective Date or Offer Unconditional Date (as applicable).
- (d) For the avoidance of doubt:
- (i) only one Underwrite Fee will be payable and the Underwrite Fee will be payable whether or not there has not been any utilisation of any Bridge Facility or any Interim Facility (in each case, whether in whole or in part); and
 - (ii) the Company shall not have any obligations nor any liability to any Underwriter in respect of all or any part of the Underwrite Fee:
 - (A) if (A) the rights and obligations of that Underwriter (or any Commitment Party that is an Affiliate (or related fund) of that Underwriter) under the Commitment Documents have been terminated pursuant to paragraphs (b)(ii) to (iv) of clause 16 (*Termination*) of the Commitment Letter or (B) that Underwriter (or any Commitment Party that is an Affiliate of that Underwriter) has breached its

obligations under the Commitment Documents or has become an Interim Defaulting Lender or, as applicable, Defaulting Lender or Sanctioned Entity or otherwise declined to provide any Bridge Facility or any Interim Facility (except where entitled to do so under the terms of the Commitment Documents or, as the case may be, the relevant Facilities Documents); and/or

- (B) to an Additional Party (unless the Company expressly agrees to the contrary in writing prior to the relevant person becoming an Additional Party); and
- (iii) in respect of paragraph (b)(ii)(B) above, if the Underwriter (or any Affiliate (or a Related Fund) of that Underwriter) (x) makes a bona fide offer to underwrite 33.3% or more of the aggregate commitments being made available under the Offer and (y) ultimately (due to the Company's election(s)) underwrites less than 33.3% of the aggregate commitments being made available under the Offer, that Underwriter (or any Affiliate (or a Related Fund) of that Underwriter) shall be entitled to the full Underwrite Fee to which it is otherwise entitled under this Clause 2 and (for the avoidance of doubt) the Reduced Underwrite Fee shall not be applicable to it due solely to its underwrite being less than 33.3% of the aggregate commitments being made available under the Offer as a result of such election(s) by the Company.

3. UPFRONT FEES – BRIDGE FACILITIES

- (a) Subject to paragraphs (b) and (c) below and to the other terms of this letter, the Company will pay (or will cause to be paid) to or on behalf of (and for the account of) the Underwriters, the following fees:
 - (i) in respect of each Underwriter with a commitment in respect of the Bridge Term Facility on each Bridge Term Facility Utilisation Date, an upfront fee (the "**Bridge Term Facility Upfront Fee**"), in USD, in an amount equal to 0.75 per cent. of the aggregate principal amount of the commitments of all such Underwriters under the Bridge Term Facility which are utilised on such Bridge Term Facility Utilisation Date, due on such Bridge Term Facility Utilisation Date (in each case, with such fees to be shared amongst the relevant Underwriters on a pro rata basis by reference to their respective participations in the relevant Bridge Term Facility utilisation on that Bridge Term Facility Utilisation Date); and
 - (ii) in respect of each Underwriter with a commitment in respect of the Bridge Revolving Facility on the first Bridge Term Facility Utilisation Date, an upfront fee (the "**Bridge Revolving Facility Upfront Fee**" and, together with the Bridge Term Facility Upfront Fee, the "**Bridge Facilities Upfront Fees**"), in USD, in an amount equal to 0.75 per cent. of the aggregate principal amount of the commitments of such Underwriters under the Bridge Revolving Facility available to be utilised as at such Bridge Term Facility Utilisation Date, due on such Bridge Term Facility Utilisation Date (in each case, with such fees to be shared amongst the relevant Underwriters on a pro rata basis by reference to their respective commitments under the Bridge Revolving Facility as at that Bridge Term Facility Utilisation Date).
- (b) The Company shall not have any obligations nor any liability to any Commitment Party in respect of all or any part of the Bridge Facilities Upfront Fees, to the extent that the Company has paid (or

has caused to be paid) all or, as the case may be, any such equivalent part of the Interim Facilities Upfront Fees (and ignoring, for this purpose (and for the avoidance of any doubt), any difference between the terms ascribed to, or the description of, the Bridge Facilities Upfront Fees and the Interim Facilities Upfront Fees) and, to that extent, no Bridge Facilities Upfront Fees shall be payable pursuant to this Clause 3 and this Clause 3 shall be interpreted and construed accordingly.

- (c) No Bridge Facilities Upfront Fees will be due or payable by the Company pursuant to this Clause 3 unless the Bridge Term Facility is utilised, and any Bridge Term Facility Upfront Fee will only be payable to the extent of such utilisation in accordance with paragraph (a)(i) above and due on the applicable Bridge Term Facility Utilisation Date.

4. **UPFRONT FEES – INTERIM FACILITIES**

- (a) Subject to paragraph (b) below, the Company will pay (or will cause to be paid) to or behalf of (and for the account of) the Underwriters, the following fees:

- (i) in respect of each Underwriter with a commitment in respect of the Interim Term Facility on each Interim Term Facility Utilisation Date, an upfront fee (the "**Interim Term Facility Upfront Fee**"), in GBP, in an amount equal to 0.75 per cent. of the aggregate principal amount of the commitments of all such Underwriters under the Interim Term Facility which are utilised on such Interim Term Facility Utilisation Date, due on such Interim Term Facility Utilisation Date (in each case, with such fees to be shared amongst the relevant Underwriters on a pro rata basis by reference to their respective participations in the relevant Interim Term Facility utilisation on that Interim Term Facility Utilisation Date); and
- (ii) in respect of each Underwriter with a commitment in respect of the Interim Revolving Facility on the first Interim Term Facility Utilisation Date, an upfront fee (the "**Interim Revolving Facility Fee**", together with the Interim Term Facility Upfront Fee, the "**Interim Facilities Upfront Fees**"), in the currency in which the Interim Revolving Facility is denominated on such date, in an amount equal to 0.75 per cent. of the aggregate principal amount of the undrawn and available commitments of such Underwriters under the Interim Revolving Facility available to be utilised as at such Interim Term Facility Utilisation Date, due on such Interim Term Facility Utilisation Date (in each case, with such fees to be shared amongst the relevant Underwriters on a pro rata basis by reference to their respective commitments under the Interim Revolving Facility as at that Interim Term Facility Utilisation Date).

- (b) No Interim Facilities Upfront Fees will be due or payable by the Company pursuant to this Clause 4 unless the Interim Term Facility is utilised, and any Interim Term Facility Upfront Fee will only be payable to the extent of such utilisation in accordance with paragraph (a)(i) above and due on the applicable Interim Term Facility Utilisation Date.

5. **COMMITMENT FEES**

- (a) The Company will pay (or will cause to be paid) to or behalf of the Underwriters a commitment fee in respect of the Bridge Term Facility (the "**Bridge Commitment Fee**") or Interim Term Facility (the "**Interim Commitment Fee**" and the Bridge Commitment Fee and the Interim Commitment Fee, the "**Commitment Fees**") in USD for the Bridge Commitment Fee or in GBP for the Interim

Commitment Fee accruing (on a daily basis) on the aggregate principal available and undrawn amount of the Bridge Term Facility or Interim Term Facility (as applicable), for each period (as applicable) and at each applicable rate per annum for that period as follows:

- (i) for the period from (but excluding) the Countersignature Date to (and including (in the case of sub-paragraph (A)) but excluding (in the case of sub-paragraphs (B) or (C))) the date that is the earlier to occur of (A) the Signing Date, (B) the end of the Certain Funds Period and (C) the first Interim Term Facility Utilisation Date, in an amount equal to 0.50 per cent. per annum, calculated on the aggregate undrawn, uncanceled and available principal amount of the commitments of such Underwriters under the Interim Term Facility during such period; and
 - (ii) for the period from (but excluding) the Signing Date to (and including (in the case of sub-paragraph (A)) but excluding (in the case of sub-paragraph (B))) the date that is the earlier to occur of (A) the first Bridge Term Facility Utilisation Date and (B) the end of the Certain Funds Period, 30 per cent. of the opening Margin applicable to the Bridge Term Facility for such period, calculated on the aggregate undrawn, uncanceled and available principal amount of the commitments of such Underwriters under the Bridge Term Facility during such period.
- (b) The accrued Interim Commitment Fee shall be payable on the earlier to occur of (A) the first Interim Term Facility Utilisation Date, (B) the first Bridge Term Facility Utilisation Date and (C) 20 Business Days after the last day of the Certain Funds Period (whether or not the Scheme Effective Date or Offer Unconditional Date (as applicable) has occurred).
 - (c) The accrued Bridge Commitment Fee shall be payable on the earlier to occur of (A) the first Bridge Term Facility Utilisation Date and (B) 20 Business Days after the last day of the Certain Funds Period (whether or not the Scheme Effective Date or Offer Unconditional Date (as applicable) has occurred).
 - (d) For the avoidance of doubt:
 - (i) the Interim Commitment Fee and the Bridge Commitment Fee shall not accrue in respect of the same period; and
 - (ii) the Commitment Fees and any commitment fee in respect of the Bridge Revolving Facility under the Bridge Facilities Agreement will not accrue in respect of the same period (the Commitment Fees will accrue to the exclusion of any commitment fee in respect of the Bridge Revolving Facility under the Bridge Facilities Agreement for the duration of such same period).

6. **STRUCTURING FEE**

- (a) Subject to paragraph (c) of this Clause 6 and to the other terms of this letter, if the Scheme Effective Date or Offer Unconditional Date (as applicable) has not occurred prior to the end of the Certain Funds Period, the Company will pay (or will cause to be paid) to or on behalf of (and for the account of) the Underwriters a one-off structuring fee (the "**Structuring Fee**"), in USD, in an amount equal to 0.10 per cent. of the aggregate principal amount of the commitments of such Underwriters in respect of the Bridge Facilities under the Commitment Letter as at the

Countersignature Date (in each case, with such fees to be shared amongst the relevant Underwriters on a pro rata basis by reference to their respective commitments under the Bridge Facilities as at the Countersignature Date).

- (b) The Structuring Fee will be payable within 20 Business Days after the last day of the Certain Funds Period.
- (c) For the avoidance of doubt:
 - (i) the Structuring Fee will be payable only if (x) neither the Scheme Effective Date nor the Offer Unconditional Date has occurred prior to the end of the Certain Funds Period and (y) there has not been any utilisation of any Bridge Facility or any Interim Facility (in each case, whether in whole or in part);
 - (ii) no Structuring Fee will be payable if any part of the Bridge Facilities Upfront Fees, Interim Facilities Upfront Fees or Underwrite Fees have been paid or may become payable;
 - (iii) the Company shall not have any obligations nor any liability to any Underwriter in respect of all or any part of the Structuring Fee:
 - (A) if (x) the rights and obligations of that Underwriter (or any Commitment Party that is an Affiliate (or related fund) of that Underwriter) under the Commitment Documents have been terminated pursuant to paragraphs (b)(ii) to (iv) of clause 16 (*Termination*) of the Commitment Letter or (y) that Underwriter (or any Commitment Party that is an Affiliate of that Underwriter) has breached its obligations under the Commitment Documents or has become an Interim Defaulting Lender or, as applicable, Defaulting Lender or Sanctioned Entity or otherwise declined to provide any Bridge Facility or any Interim Facility (except where entitled to do so under the terms of the Commitment Documents or, as the case may be, the relevant Facilities Documents); and/or
 - (B) to an Additional Party (unless the Company expressly agrees to the contrary in writing prior to the relevant person becoming an Additional Party).

7. FEES – GENERAL

- (a) No Fee or (as applicable) Interim Facilities Upfront Fee shall be payable to an Interim Defaulting Lender or, as applicable, Defaulting Lender or a Sanctioned Entity.
- (b) Any Fees shall only be paid on the relevant date, in the manner and to the extent required or, as applicable, contemplated by the terms of this letter.
- (c) Any Fee and any other amount payable under this letter may be paid to the Facility Agent and/or (as applicable) the Interim Facility Agent for the account of the relevant Commitment Party in satisfaction of (and as a valid discharge of) any obligation under this letter to pay any such amount to that Commitment Party or Administrative Party.
- (d) Any Fee that is due and payable on a Bridge Term Facility Utilisation Date or (as applicable) Interim Term Facility Utilisation Date may, with the prior written agreement of the Company (which consent may be evidenced by the Company delivering an applicable utilisation request under the Interim Facilities Agreement or Bridge Facilities Agreement), be deducted from the proceeds of first

utilisation of the relevant Bridge Term Facility or Bridge Revolving Facility or (as applicable) the relevant Interim Term Facility or the Interim Revolving Facility by the Facility Agent or (as applicable) the Interim Facility Agent in satisfaction of (and as a valid discharge of) any obligation of the Company under this letter to pay any Fee or (as applicable) Interim Facilities Upfront Fee to any Commitment Party or Administrative Party.

- (e) No Fee paid by the Company pursuant to the terms of this letter shall be rebated or refundable in whole or in part by any Commitment Party unless any such rebate or refund (i) is expressly contemplated by the terms of this letter, (ii) is agreed between the Company and the relevant Commitment Party, or (iii) is required pursuant to a judicial decision by a court of competent jurisdiction.
- (f) Notwithstanding any term of any Commitment Document to the contrary, the Company shall not have any obligations nor any liability in respect of any amount of any Fees in respect of any amount of the Bridge Facilities or, as applicable, the Interim Facilities in excess of the aggregate principal amount of such Bridge Facility or, as applicable, such Interim Facility as at the date of this letter (other than to the extent expressly agreed to it in writing).
- (g) Notwithstanding anything to the contrary in this letter, a Commitment Party may allocate and/or designate the payment of any Fees to which that Commitment Party is entitled under the terms of this letter to any of its Affiliates (or offices or branches).

8. COSTS AND EXPENSES

- (a) Subject to paragraph (b) below, the Company shall pay the reasonable fees, costs and expenses of legal counsel appointed to the Commitment Parties in connection with the Transaction as soon as reasonably practicable following a demand to do so (provided that such demand is no earlier than as agreed by the Company under the terms of the relevant appointment of that counsel) by a Commitment Party (or such later date as may be agreed by the Company and the Majority Arrangers or (as the case may be) the Company and the relevant legal counsel).
- (b) The obligations of the Company under paragraph (a) above shall be subject to the following qualifications:
 - (i) (other than to the extent expressly agreed to it in writing) the Company shall not have any obligations nor any liability in respect of the legal fees (and related customary disbursements) of any legal counsel appointed to the Commitment Parties in connection with the Transaction unless the Company has, prior to the appointment of that legal counsel, (A) expressly agreed to that appointment in writing and (B) been provided with a fee proposal in respect of each such legal counsel which is satisfactory to it (including when such fees may become payable or be requested to be paid and/or any discount in the event of the transaction being aborted or otherwise terminated); and
 - (ii) (other than to the extent expressly agreed to it in writing) the Company shall not have any obligations nor any liability in respect of any fees, costs and/or expenses of any legal counsel (A) appointed to the Commitment Parties in excess of any maximum amount which the Company has agreed with that legal counsel in connection with the Transaction in the relevant circumstances (including, as applicable, having regard to any abort

discount (or similar)) or (B) in respect of which it has not been provided with an invoice addressed to the Company (and including, to the extent applicable, any VAT number or equivalent) (containing reasonable details of the relevant invoiced amount).

- (c) Other than as referred to in under paragraph (a) above or expressly agreed in writing by the Company after the Countersignature Date, the Company shall not have any obligations nor any liability in respect of any costs and/or expenses of any Commitment Party (including any in respect of any third-party, which are invoiced to or payable or have been paid by a Commitment Party) in connection with the Transaction, other than customary reasonable and documented third-party 'out-of-pocket' costs and expenses that are expressly agreed in advance by the Company (acting reasonably) in writing (with any obligation or liability on the Company in respect of such costs and expenses being only in respect of (and up to) the relevant amounts so expressly agreed by the Company). Notwithstanding the forgoing, the Company shall not have any obligations nor any liability in respect of any costs and/or expenses that it has agreed to pay or reimburse (or equivalent) in respect of which it has not been provided with an invoice addressed to the Company (and including, to the extent applicable, any VAT number or equivalent) containing reasonable details of the relevant invoiced amount.

9. PAYMENTS

- (a) Subject (as applicable) to paragraphs (b) and (c) below, and to Clause 7 (*Fees – General*), all payments to be made under the Commitment Documents:
- (i) shall be paid in the currency of invoice (or such other currency as expressly contemplated by this letter) and in immediately available, freely transferable cleared funds to such account with such bank as set out in the relevant invoice (or as agreed between the relevant Commitment Party and the Company);
 - (ii) shall be paid without any deduction or withholding for or on account of tax (a "**Tax Deduction**") unless a Tax Deduction is required by law (and if a Tax Deduction is required by law to be made, the amount of the payment due shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required); and
 - (iii) are exclusive of any value added tax or similar charge ("**VAT**") (and if VAT is chargeable, the relevant payor shall also and at the same time pay to the recipient of the relevant payment an amount equal to the amount of the VAT),

in each case, unless a contrary indication appears in any such Commitment Document.

- (b) In so far as such amounts relate to the Interim Facilities Agreement, paragraphs (a)(ii) and (a)(iii) above shall, on and from the date of the Interim Facilities Agreement, be replaced by the equivalent provisions in the Interim Facilities Agreement and the position with respect to any Tax Deduction or, as the case may be, any VAT on or in respect of any payments to be made under the Commitment Documents in respect of, or which relate to, the Interim Facilities Agreement shall be as (and to the extent) required by the Interim Facilities Agreement notwithstanding any term of a Commitment Document to the contrary.

- (c) Save as provided for in paragraph (b) above, paragraphs (a)(ii) and (a)(iii) above shall, on and from the Signing Date, be replaced by the equivalent provisions in the Bridge Facilities Agreement and the position with respect to any Tax Deduction or, as the case may be, any VAT on or in respect of any payments to be made under the Commitment Documents on or after the Signing Date shall be as (and to the extent) required by the Bridge Facilities Agreement notwithstanding any term of a Commitment Document to the contrary.

10. **INTERIM AND BRIDGE RELEVANT HEDGE TRANSACTIONS – RIGHTS TO MATCH**

- (a) The parties to this letter acknowledge that the Company (or other member of the Group) may voluntarily elect to enter into interest rate hedging transactions ("**Relevant Hedge Transactions**") in relation to the Interim Facilities and/or the Bridge Facilities, as applicable.
- (b) The Company agrees that, for the period from the Countersignature Date to the earlier of (i) the date on which the Bridge Facilities are repaid or prepaid and/or cancelled in full and (ii) the date of first drawdown under any Take-Out Financing, prior to any member of the Group entering into any Relevant Hedge Transaction:
- (i) the Company shall seek quotes from each Commitment Party with commitments under the Commitment Letter as at the date of this letter in respect of the Bridge Facilities (together, the "**Original Commitment Parties**") (together with their Affiliates and Related Funds, the "**ROFO / RTM Entities**") in respect of the material commercial terms of the Relevant Hedge Transaction being contemplated ("**Material Terms**");
 - (ii) prior to shortlisting a ROFO / RTM Entity, the Company must first offer the other ROFO / RTM Entities the right (but not the obligation) to match the Material Terms the Company determines are the most favourable from the quotes it has obtained pursuant to paragraph (i) above (the "**Best Initial Hedging Terms**");
 - (iii) if the other ROFO / RTM Entities agree to participate in the Relevant Hedge Transaction matching the Best Initial Hedging Terms, the Company will shortlist such ROFO / RTM Entities (including, for the avoidance of doubt, any ROFO / RTM Entity which provided the Best Initial Hedging Terms) (such shortlisted ROFO / RTM Entities together being the "**Shortlisted Hedging Banks**");
 - (iv) the Company shall seek further quotes from one or more Shortlisted Hedging Banks in respect of the Material Terms for the Relevant Hedge Transaction;
 - (v) prior to implementing the Relevant Hedge Transaction with a Shortlisted Hedging Bank, the Company must first offer the other Shortlisted Hedging Banks the right (but not the obligation) to match the Material Terms the Company determines is the most favourable from the quotes it has obtained pursuant to paragraph (iv) above ("**Best Shortlisted Hedging Terms**");
 - (vi) if a Shortlisted Hedging Bank agrees to participate in the Relevant Hedge Transaction matching the Best Shortlisted Hedging Terms, the Company shall implement the Relevant Hedge Transaction with each such Shortlisted Hedging Bank (including, for the avoidance of doubt, any Shortlisted Hedging Bank which provided the Best Shortlisted Hedging Terms), and if more than one Shortlisted Hedging Bank provides a quotation which at least

matches the Best Shortlisted Hedging Terms, the Company shall ensure that the relevant borrowers enter into the Hedge Transaction with those Shortlisted Hedging Banks in equal proportions (or such other proportions as may be agreed between the Company and the relevant Shortlisted Hedging Banks); and

- (vii) in the event the Company is able to shortlist the relevant ROFO / RTM Entity, but no Shortlisted Hedging Bank elects to match the Best Shortlisted Hedging Terms in accordance with paragraph (vi) above, the Company will implement the Hedge Transaction with the Shortlisted Hedging Bank that offered the Best Shortlisted Hedging Terms,

provided that (for the avoidance of doubt), if (x) an applicable ROFO / RTM Entity has not agreed to participate as contemplated by paragraph (iii) or (vi) above (as applicable) within 5 Business Days of the Company's seeking the relevant quote from such ROFO / RTM Entity or (y) no ROFO / RTM Entities provide a quote within 5 Business Days of the Company seeking such quotes pursuant to paragraph (i) or (iv) above (as applicable), the Company will be free (in its absolute and sole discretion) not to select such or (as applicable) any ROFO / RTM Entity as a participant in the Hedge Transaction. To the extent that the Company implements a Hedge Transaction with a ROFO / RTM Entity in accordance with this letter in connection with the Bridge Facilities, the ROFO / RTM Entity shall (to the extent it is not already) become a party to any intercreditor agreement governing the Bridge Facilities as a "Hedge Counterparty" (or similar) and share in the "Transaction Security" (or similar) following its satisfaction of the relevant accession requirements under and in accordance with such intercreditor agreement.

11. **TAKE-OUT FINANCING – RIGHTS TO BID**

- (a) The parties to this letter acknowledge that the Company (or other member of the Group) may voluntarily elect to enter into an interest rate hedging or foreign exchange rate hedging transaction under or in connection with any Take-Out Financing ("**Take-Out Hedge**").
- (b) The Company agrees that, on and from the date on which the facilities agreement (or similar) for any Take-Out Financing is duly executed and until the date on which such facilities under the Take-Out Financing are repaid or prepaid and/or cancelled in full, if the Company intends to enter into any Take-Out Hedge, it shall first send an invitation concurrently to each Original Commitment Party that is a "Lender" (howsoever described) under the Take-Out Financing (each, together with its Affiliates and Related Funds, a "**Take-Out Lender**") setting out the proposed terms of such Take-Out Hedge (including, to the extent applicable, amount, pricing, fees and maturity and other material terms and covenants) (together, the "**Proposed Take-Out Hedge Terms**") before it approaches other potential providers of such Take-Out Hedge and inviting each of the Take-Out Lenders to make a bona fide committed offer to provide up to the full amount of such Take-Out Hedge on the Proposed Take-Out Hedge Terms within 15 Business Days of receipt of that invitation, *provided that* the Company may, in its sole and absolute discretion, select the participants (if any) in the relevant Take-Out Hedge.

12. **TAKE-OUT FINANCING – RIGHTS TO MATCH (LOANS)**

- (a) Subject to the conditions specified below, the Company grants to each Original Commitment Party, *pro rata* to their Underwrite Commitment, a right to match (directly or through any of its Related

Funds or Affiliates) the best offer made by a third party to the Company for acting as an arranger, underwriter, global coordinator and/or bookrunner (or any other equivalent title and role) in respect of the refinancing (by way of a loan financing or other loan market instrument in the international or domestic markets) of the (i) (if all or part of the Interim Facilities have been drawn but the Bridge Facilities have not been drawn) the Interim Facilities or (ii) (if all or part of the Bridge Facilities have been drawn) the Bridge Facilities (such applicable Facilities being the "**Refinanced Facilities**") and, in the case of the Bridge Facilities, of any Permitted Refinancing Debt (collectively, the "**Services**").

- (b) The Company shall be entitled to seek quotations from third parties (including primary bank(s), primary financial institution(s) or primary financial adviser(s)) in relation to the Services, it being understood that the Company shall inform the Original Commitment Parties of the most competitive offer (the "**Best Offer**") received by any of such third party (a "**Third-Party Offeror**") by communicating to the Original Commitment Parties the terms and conditions set out in the Best Offer (the "**Relevant Communication**").
- (c) Any of the Original Commitment Parties (or any of its Affiliates or Related Funds) shall have the right to propose to the Company to match the terms and conditions set out in the Best Offer by communicating to the Company the terms and conditions of their offer (the "**Original Commitment Party Offer**") within 15 Business Days from receipt of the Relevant Communication. It is agreed and understood that if (i) the Original Commitment Party Offer matches the economic terms of the Best Offer and (ii) in the event that the transactions set out in the Best Offer relate to a syndicated loan financing in the international loan markets to refinance the Refinanced Facilities (a "**Loan Market Transaction**"), the Original Commitment Party proposing such Original Commitment Party Offer with respect to the transaction in markets has a reasonable comparable track record (taking into account also the specific market, size and number of transactions) of the relevant Third Party Offeror with respect of the Loan Market Transaction set out in the Best Offer, then the Original Commitment Party (or any of its Affiliates or Related Funds) proposing such Original Commitment Party Offer:
 - (i) shall have the right to provide any such Services, at the Company's option, on its own or jointly and equally with those of the Third-Party Offeror, in either case on the same terms as those set out in the Best Offer; and
 - (ii) if only one Original Commitment Party or certain Original Commitment Parties (or any of its/their Related Funds or Affiliates) exercise(s) the right to match, such Original Commitment Party(s) will be entitled (but not obliged) to provide their Services on a *pro rata* basis between themselves also with respect to the portion of their Underwritten Commitments of any other Original Commitment Party(s) which did not exercise the right to match, at the same terms and conditions of the Best Offer.
- (d) It is agreed that:
 - (i) in the event that the Company receives two or more Original Commitment Party Offers having substantially equivalent terms and conditions and both matching the Best Offer in accordance with this paragraph 12, the Services shall be allocated amongst the Original

Commitment Parties (directly or through any of its Affiliates or Related Funds) pro rata to their Interim Commitments or (as applicable) Bridge Commitment; and

- (ii) in the event that no Original Commitment Party Offer is communicated to the Company within the term specified under paragraph (c) above, the Company may, in its sole and absolute discretion, select the participants (if any) in the relevant Services (including the right (but not the obligation) to accept the Best Offer).

13. TAKE-OUT FINANCING – RIGHTS TO MATCH (DCM)

- (a) The parties to this letter acknowledge that the Company (or other member of the Group) may voluntarily elect to effect a Take-Out Financing pursuant to a bond issuance or similar debt capital markets solution (but, for the avoidance of doubt, excluding any loan or similar) ("**DCM Take-Out**").
- (b) Subject to (i) the Bridge Term Facility Utilisation Date having occurred and (ii) the conditions specified below, the Company grants to each Original Commitment Party a right to match (directly or through any of its Related Funds or Affiliates) the best offer made by a third party to the Company to act as an arranger, underwriter, global coordinator and/or bookrunner (or any other equivalent title and role) in respect of a DCM Take-Out (collectively, the "**DCM Services**").
- (c) The Company shall be entitled to seek quotations from third parties (including primary bank(s), primary financial institution(s) or primary financial adviser(s)) in relation to the DCM Services, it being understood that the Company shall inform the Original Commitment Parties of the most competitive offer (the "**Best DCM Offer**") received by any of such third party (a "**Third-Party DCM Offeror**") by communicating to the Original Commitment Parties the terms and conditions set out in the Best DCM Offer (the "**Relevant DCM Communication**").
- (d) Any of the Original Commitment Parties (or any of its Affiliates or Related Funds) shall have the right to propose to the Company to match the terms and conditions set out in the Best DCM Offer by communicating to the Company the terms and conditions of their offer (the "**Original Commitment Party DCM Offer**") within 15 Business Days from receipt of the Relevant DCM Communication. It is agreed and understood that if (i) an Original Commitment Party DCM Offer matches the economic terms of the Best DCM Offer and (ii) the Original Commitment Party proposing such Original Commitment Party DCM Offer with respect to the transaction in markets has a reasonable comparable track record (taking into account also the specific market, size and number of transactions) of the relevant Third Party DCM Offeror with respect of the DCM Take-Out set out in the Best DCM Offer, then each Original Commitment Party (or any of its Affiliates or Related Funds) proposing such Original Commitment Party DCM Offer (each, a "**Successful Original Commitment Party DCM Offeror**":
 - (i) shall have the right to provide any such DCM Services jointly and equally with each other Successful Original Commitment Party DCM Offeror (at the exclusion of each relevant Third Party DCM Offeror), on the same terms as those set out in the Best DCM Offer; and
 - (ii) if only one Original Commitment Party or certain Original Commitment Parties (or any of its/their Related Funds or Affiliates) exercise(s) the right to match, such Successful Original Commitment Party DCM Offeror(s) will be entitled (but not obliged) to provide their DCM Services on a *pro rata* basis between themselves also with respect to the

portion of their Underwritten Commitments of any other Original Commitment Party(s) which did not exercise the right to match (at the exclusion of each relevant Third Party DCM Offeror), at the same terms and conditions of the Best DCM Offer.

- (e) It is agreed that:
- (i) in the event that the Company receives two or more Original Commitment Party DCM Offers having substantially equivalent terms and conditions and both matching the Best DCM Offer in accordance with this paragraph 13, the DCM Services shall be allocated amongst the Original Commitment Parties (directly or through any of its Affiliates or Related Funds) pro rata to their Interim Commitments or (as applicable) Bridge Commitment; and
 - (ii) in the event that no Original Commitment Party DCM Offer is communicated to the Company within the term specified under paragraph (d) above, the Company may, in its sole and absolute discretion, select the participants (if any) in the relevant DCM Services (including the right (but not the obligation) to accept the Best DCM Offer).

14. DISAPPLICATION OF RIGHTS TO OFFER AND MATCH

The Company and each other member of the Group shall not have any obligations nor any liability to any ROFO / RTM Entity under paragraphs 10, 11,12 and 13 above (and for the avoidance of doubt the ROFO / RTM Entity will cease to have the benefit of such undertakings under paragraphs 10, 11, 12 and 13 above will) if (A) any rights and obligations of the relevant ROFO / RTM Entity under the Commitment Documents have been terminated pursuant to paragraphs (b)(ii) to (iv) of clause 16 (*Termination*) of the Commitment Letter or (B) that ROFO / RTM Entity has breached its obligations under the Commitment Documents or has become an Interim Defaulting Lender or, as applicable, Defaulting Lender or Sanctioned Entity or otherwise declined to provide any Bridge Facility or any Interim Facility (except where entitled to do so under the terms of the Commitment Documents or, as the case may be, the relevant Facilities Documents).

15. AMENDMENTS AND WAIVERS

This letter may be amended and/or waived in accordance with the applicable terms of the Commitment Letter.

16. THIRD PARTY RIGHTS

A person who is not a party to this letter has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this letter. Notwithstanding any term of any Commitment Document, the consent of any person who is not a party is not required to rescind, waive or, as the case may be, amend this letter at any time.

17. SURVIVAL

The parties to this letter refer to clause 18 (*Survival*) of the Commitment Letter and hereby specify that this letter shall survive in whole in the circumstances contemplated by paragraph (b) of clause 18 (*Survival*) of the Commitment Letter.

18. **GOVERNING LAW AND JURISDICTION**

- (a) This letter (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this letter (including a dispute relating to the existence, validity or termination of this letter or any non-contractual obligation arising out of or in connection with this letter) (a "**Dispute**").
- (c) The parties to this letter agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party to this letter will argue to the contrary.

Yours faithfully,

APPENDIX A
CERTAIN DEFINED TERMS

"Bridge Term Facility Utilisation Date" means any date on which the Bridge Term Facility is utilised under, and in accordance with the terms of, the Bridge Facilities Agreement.

"Commitment Letter" has the meaning given to that term in Clause 1 (*Introduction*).

"Fee" means any Upfront Fees, Underwrite Fees, Structuring Fees and/or (as the context requires) the Commitment Fees.

"Interim Term Facility Utilisation Date" means any date on which an Interim Term Facility is utilised under, and in accordance with the terms of, the Interim Facilities Agreement.

"Take-Out Financing" means any debt financing (of whatsoever type or nature), other than the Bridge Facilities and the Interim Facilities, made available for financing the Acquisition or refinancing all or part of the Bridge Facilities or the Interim Facilities.

"Tax Deduction" has the meaning given to that term in Clause 9 (*Payments*).

"third-party" means any person who is not a Commitment Party or an Affiliate of a Commitment Party.

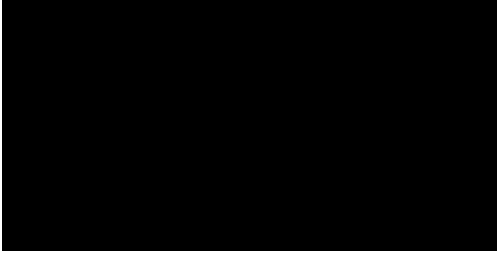
"Upfront Fees" means the Bridge Facilities Upfront Fees and/or, as the context requires, the Interim Facilities Upfront Fees.

"VAT" has the meaning given to that term in Clause 9 (*Payments*).

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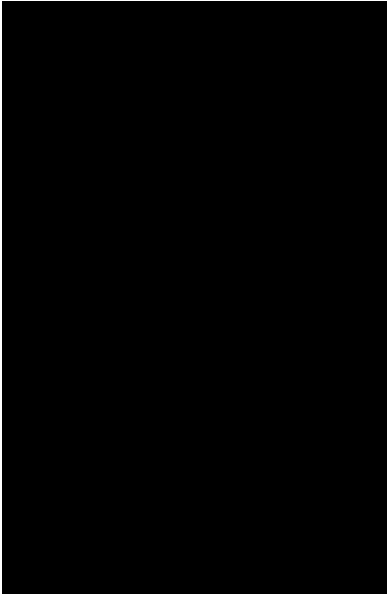
in its capacity as

**MANDATED LEAD ARRANGER AND
BOOKRUNNER**



FIRST ABU DHABI BANK PJSC

in its capacity as
**MANDATED LEAD ARRANGER AND
BOOKRUNNER**



**STANDARD CHARTERED BANK, DUBAI
INTERNATIONAL FINANCIAL CENTRE
BRANCH**

in its capacity as
**MANDATED LEAD ARRANGER AND
BOOKRUNNER**



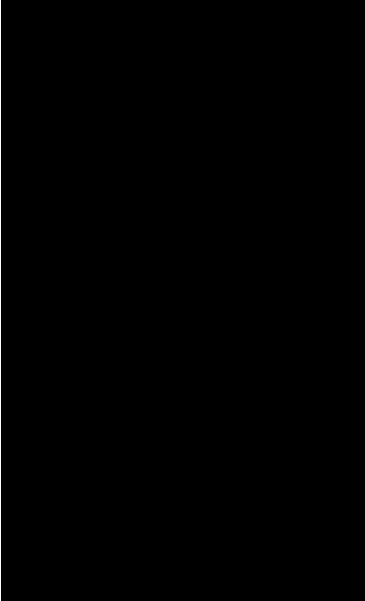
ABU DHABI COMMERCIAL BANK PJSC

in its capacity as
UNDERWRITER



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in its capacity as
UNDERWRITER



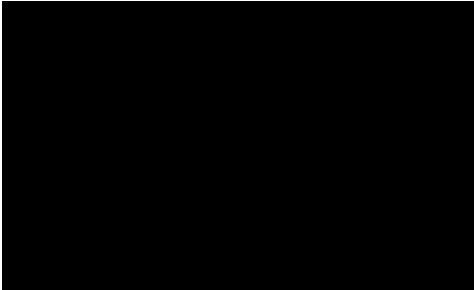
**STANDARD CHARTERED BANK, DUBAI INTERNATIONAL
FINANCIAL CENTRE BRANCH**

in its capacity as
UNDERWRITER

[Redacted Signature Block]

Kroll Agency Services Limited

in its capacity as
Interim Facility Agent



The Company

Accepted and agreed for and on behalf of:

BCP VI Neptune Bidco Holdings Limited



Dated: 09 June 2023