

Deed of release

Dated 29 December 2023

between

Kroll Trustee Services Limited

as Security Agent

BCP VI Neptune Bidco Holdings Limited

as Company

and

BCP VI Neptune Parent Holdings Limited

as Chargor

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THIS DEED is dated 29 December 2023 and made between:

- (1) **KROLL TRUSTEE SERVICES LIMITED** as security agent for the Interim Finance Parties (the "**Security Agent**");
- (2) **BCP VI NEPTUNE BIDCO HOLDINGS LIMITED** (the "**Company**"); and
- (3) **BCP VI NEPTUNE PARENT HOLDINGS LIMITED** (the "**Chargor**").

BACKGROUND

- (A) The Chargor has granted certain covenants for payment, guarantees and indemnities under the Interim Documents and certain of the Interim Finance Parties have made available Interim Facilities to the Company.
- (B) The Chargor has entered into the Security Agreement in order to secure the claims of the Interim Finance Parties under the Interim Documents and the Chargor now requests that the Security Agent grant the releases pursuant to the terms of this Deed.
- (C) Simultaneously with and interconditional on the releases contemplated above, the Company intends to cancel the Interim Facilities made available to it under the Interim Facilities Agreement.
- (D) Each Party intends this document to take effect as a deed (even though a Party may execute it under hand).

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed:

"**Agency Fee Letter**" means the fee letter dated 9 June 2023 and addressed to the Company from the Agent and the Security Agent.

"**Interim Facilities Agreement**" means the interim facilities among others, the Company and Kroll Agency Services Limited and Kroll Trustee Services Limited (as interim agent and interim security agent, respectively, thereunder), dated 9 June 2023.

"**Party**" means a party to this Deed.

"**Released Security Assets**" means all of the assets subject to the Security Interests granted in favour of the Security Agent pursuant to the Security Agreement and released pursuant to this Deed.

"**Security Agreement**" means the interim security agreement dated 9 June 2023 between the Chargor and the Security Agent.

1.2 Incorporation of defined terms

Unless a contrary indication appears, terms defined in the Security Agreement have the same meaning in this Deed.

1.3 Construction

- (a) Any reference in this Deed to an "**Interim Document**" or any other agreement or instrument is a reference to that Interim Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously)

and/or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Interim Document or other agreement or instrument.

- (b) The provisions in clause 1.2 (*Construction*) of the Interim Facilities Agreement apply to this Deed, except that references to the Interim Facilities Agreement shall be construed as references to this Deed.

1.4 **Third party rights**

- (a) Unless expressly provided to the contrary in an Interim Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Interim Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

2. **RELEASE**

- (a) On the date of this Deed, the Security Agent unconditionally and irrevocably releases the Chargor from all liabilities and/or, as applicable, any contingent liabilities (including any guarantees and indemnities granted by the Chargor thereunder) arising under the Interim Documents, other than:
 - (i) any "Underwrite Fees" or "Commitment Fees" (each under and as defined in a replacement arrangement fee letter dated on or about the date of this deed between the Company and the "Underwriter" under the Arranger Fee Letter ("**Replacement Arranger Fee Letter**") and any Bridge Acceptance Fee or Interim Acceptance Fee (each under and as defined in the Agency Fee Letter) until such time as those fees are paid to the extent required under and pursuant to the terms of the Replacement Arranger Fee Letter and/or Agency Fee Letter (as applicable); or
 - (ii) as expressly provided for pursuant to this Deed,and in each case without prejudice to any claims, rights or obligations that are expressly stated to survive termination of the Interim Documents.
- (b) On the date of this Deed, the Security Agent:
 - (i) unconditionally and irrevocably releases and discharges the Chargor's property, assets and undertaking from the Security Interests constituted, created, evidenced or conferred by or pursuant to the Security Agreement;
 - (ii) unconditionally and irrevocably releases, discharges, waives, terminates, reassigns and retransfers to the Chargor all its rights, title, and interest in the Chargor's property, assets and undertaking, present or future, that were assigned, charged or otherwise provided as Security Interests to the Security Agent and/or the Interim Finance Parties by or pursuant to the Security Agreement; and
 - (iii) consents to the Chargor (at the cost and expense of the Chargor) giving notice of the releases, discharges, waivers, terminations, reassignments and retransfers under this Deed to any person to whom notice of any Security Interest created by or pursuant to the Security Agreement was given.

- (c) On the date of this Deed:
- (i) the Released Security Assets shall be held free and discharged from the Security Interests created by or pursuant to, and all claims arising under, the Security Agreement; and
 - (ii) any powers of attorney and any other rights and/or, as applicable, discretions conferred on the Security Agent by the Chargor will be cancelled and terminated in full, in each case without prejudice to any claims, rights or obligations that are expressly stated to survive termination of the Interim Documents.
- (d) The Security Agent confirms that it will promptly after the date of this Deed, deliver all documents and notices (including all certificates and other documents of title or evidence of ownership) in respect of the Released Security Assets to legal counsel to the Chargor or as the Chargor may reasonably request.

3. **SECURITY AGENT'S RIGHTS**

Notwithstanding the releases referred to in Clause 2 (*Release*), the provisions of the Interim Documents which provide for rights, powers, discretions, exclusions or limitations of liability, indemnities or other protections, in favour of the Security Agent shall continue to apply in relation to the actions of the Security Agent taken (or omitted to be taken) and the performance by the Security Agent of its role and in relation to the matters contemplated by this Deed.

4. **FURTHER ASSURANCE**

- (a) The Security Agent shall, upon the written request of the Chargor, after the date of this Deed, do all such acts and execute all such documents (including reassignments, retransfers, notices or releases) as the Chargor may specify and which are necessary to give effect to the release and discharge of the Security Interests created by or pursuant to the Security Agreement in accordance with the provisions of Clause 2 (*Release*).
- (b) On and from the date of this Deed, the Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the release of any of the Released Security Assets from the Security Interests created by or pursuant to the Security Agreement.

5. **AMENDMENTS AND WAIVERS**

Any term of this Deed may be amended or waived only with the consent of the Security Agent and the Company.

6. **PARTIAL INVALIDITY**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

7. **COUNTERPARTS**

This Deed 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 Deed.

8. **GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

9. **ENFORCEMENT**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

This Deed has been delivered on the date stated at the beginning of this Deed.

SIGNATURES

The Security Agent

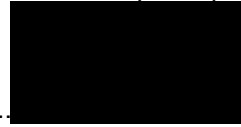
**SIGNED as a DEED by
Kroll Trustee Services Limited**

Authorised signatory



.....
Andrew Brookes
Authorised Signatory

Authorised signatory



.....
Cairi Bailey

The Company

SIGNED as a **DEED** by **BCP VI Neptune Bidco Holdings Limited**

Signature of director



.....
Ed Brogan

Signature of witness



.....
Name of witness: Cigi Puthuppally

Address: One Canada Square, Level 25, London E14 5AA

THE CHARGOR

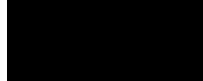
**SIGNED as a DEED by BCP VI Neptune
Parent Holdings Limited**

Signature of director



.....
Ed Brogan

Signature of witness



.....
Name of witness: Cigi Puthuppally

Address: One Canada Square, Level 25, London E14 5AA