

To: White Bidco Limited (the *Company*)

From: Kroll Agency Services Limited (the *Interim Facility Agent*)

Kroll Trustee Services Limited (the *Interim Security Agent*)

Date: 2 August 2023

Dear Sir / Madam,

Project Snow White – Interim Agency Fee Letter

1 Background

- 1.1 We refer to the interim facilities agreement dated on or about the date of this letter between, among others, the Company, the Interim Facility Agent and the Interim Security Agent (the *Interim Facilities Agreement*).
- 1.2 Terms defined in the Interim Facilities Agreement have the same meaning in this letter unless otherwise defined.
- 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

- 2.1 In consideration of Kroll Agency Services Limited acting as Interim Facility Agent and Kroll Trustee Services Limited acting as Interim Security Agent under and in connection with the Interim Finance Documents, the Company shall pay (or procure the payment of):
 - (a) an initial set-up fee of £4,000 (the *Initial Fee*); and
 - (b) (solely to the extent the Interim Closing Date occurs) an agency and security agency fee of £5,000 per quarter, (the *Interim Agency Fee*),

(together the *Fees*).

3 Payment of Interim Agency Fees

- 3.1 The Initial Fee shall be payable on the earlier of;
 - (a) the Interim Closing Date; or
 - (b) the date falling ten (10) Business Days after the date on which the Interim Facilities are cancelled in full (other than where such Interim Facilities are cancelled as a result of the establishment or utilisation or equivalent facilities under the Long-term Financing Arrangements).
- 3.2 If the Interim Facilities are drawn, the Interim Agency Fee shall be due and payable (x) (in respect of the first of such payments, on the Interim Closing Date, and (y) thereafter

on each three Month anniversary of the Interim Closing Date for so long as any amount is or may be outstanding under the Interim Facilities Agreement or any Interim Facility Commitment is outstanding.

- 3.3 All payments of the Fees shall be payable to such bank accounts as may be designated from time to time in writing by the Interim Facility Agent and Interim Security Agent (as appropriate).
- 3.4 The Company may elect that the first instalment of Interim Agency Fees will be deducted from the amount drawn under the first advances under the Interim Facilities.
- 3.5 All payments under this Interim Agency Fee Letter are to be made in immediate available, freely transferable, cleared funds, without set-off, counterclaim, withholding or deduction and, without limitation, in accordance with clauses 10 (*Taxes*) and 20 (*Set-off*) of the Interim Facilities Agreement.

4 Adjustment

- 4.1 If Kroll Agency Services Limited, is replaced or resigns as Interim Facility Agent, or if all Interim Facility Commitments have been cancelled (including without limitation in connection with entry into the Long-term Financing Agreements), the Interim Facility Agent will refund part of the Interim Facility Agency Fee to the Company (or as directed by the Company) on a *pro tanto temporis* basis.
- 4.2 If Kroll Trustee Services Limited is replaced or resigns as Interim Security Agent, or if all Interim Facility Commitments have been cancelled (including without limitation in connection with entry into the Long-term Financing Agreements), the Interim Security Agent will refund part of the Interim Security Agency Fee to the Company (or as directed by the Company) on a *pro tanto temporis* basis.
- 4.3 Subject to paragraphs 4.1 to 4.2 above, each Interim Agency Fee is non-refundable and non-creditable against other fees payable in connection with the Interim Facilities Agreement.

5 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.

6 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.

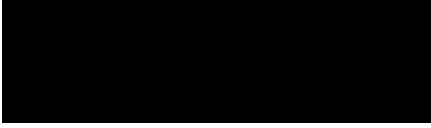
7 Governing Law

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law. The courts of England have exclusive jurisdiction to settle any disputes in connection with this letter and any non-contractual obligation arising out of or in connection with it.

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

[The remainder of this page is left intentionally blank]

Yours faithfully



Kroll Agency Services Limited
as Interim Facility Agent

Yours faithfully



For and on behalf of
Kroll Trustee Services Limited
as Interim Security Agent

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



For and on behalf of
White Bidco Limited

as the Company

Date: 2 August 2023