

PRIVATE & CONFIDENTIAL

Plutus Bidco Limited (the *Company* or *you*)
22 Grenville Street,
St Helier, Jersey
JE4 8PX, Channel Islands

Attention: The Directors

6 January 2023

Project Clyde – OID Letter

1 Introduction

1.1 We refer to:

- (a) the senior facilities agreement dated 17 August 2022 between, amongst others, the Company and Kroll Agency Services Limited as Agent (the *Agent*) and Kroll Trustee Services Limited as Security Agent (the *Security Agent*), as amended and restated, supplemented, modified or replaced from time to time (the *Facilities Agreement*); and
- (b) the additional facility notice in relation to the Additional Unitranche Facility between, among others, the Company, each of the entities listed as an Additional Unitranche Facility Lender on the signature pages to this letter, the Agent and the Security Agent (the *Additional Unitranche Facility Notice*).

1.2 This letter sets forth certain fees payable in connection with the Additional Unitranche Facility to be provided pursuant to the Additional Unitranche Facility Notice.

1.3 Terms defined in (or incorporated by reference into) the Additional Unitranche Facility Notice and/or Facilities Agreement (as incorporated by reference into the Additional Unitranche Facility Notice) (as applicable) shall have the same meaning when used in this letter unless otherwise specified.

1.4 This is the OID Letter referred to in the Additional Unitranche Facility Notice and constitutes a Fee Letter and a Finance Document for the purposes of the Facilities Agreement.

2 OID Payment for the Additional Unitranche Facility

2.1 The Company will, subject to the other provisions of this letter, pay, or will cause to be paid, to the Agent (for the account of the Additional Unitranche Facility Lenders or their designated Affiliates or Related Funds) an original issue discount payment (the *Clyde OID Payment*) in an aggregate amount equal to 3.25 per cent. of the aggregate principal amount of the Additional Unitranche Facility Commitments as at the Clyde Closing Date.

2.2 The Clyde OID Payment shall be split between the Additional Unitranche Facility Lenders *pro rata* to their (or their Affiliates' or Related Funds') respective commitments under the Additional Unitranche Facility on the Clyde Closing Date.

2.3 The Clyde OID Payment shall be payable on the Clyde Closing Date.

2.4 No Clyde OID Payment will be payable unless the Clyde Closing Date has occurred.

3 Miscellaneous

- 3.1 All fees and closing payments once paid are non-refundable and non-creditable against other closing payments payable in connection with the Additional Unitranche Facility other than as provided in this letter.
- 3.2 Notwithstanding anything to the contrary in this letter, the Additional Unitranche Facility Lenders shall be permitted to allocate any fees and closing payments payable to them under this letter on the Additional Unitranche Facility as they deem appropriate among their respective Affiliates and shall be permitted to designate the payment of any such closing payments to their respective Affiliates; provided, however, if such closing payments are so allocated or designated to an Affiliate (where such Affiliate is not an Additional Unitranche Facility Lender) then the provisions of the immediately following sentence shall apply. Following the relevant allocation or designation, the relevant Additional Unitranche Facility Lender shall without unreasonable delay (upon receipt of a written request from the Company) reasonably cooperate with the Company to provide information detailing the basis on which the relevant allocation or designation was made by it, save that the relevant Additional Unitranche Facility Lender shall be under no obligation to: (x) provide documents; (y) enter into any correspondence or discussion with any tax authority; or (z) disclose any information relating to its affairs (tax or otherwise) which it considers to be confidential or commercially sensitive in each case, other than as required by law.
- 3.3 Except as otherwise expressly provided in this letter, the terms of this letter may be enforced only by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded. Notwithstanding any term of this letter, no consent of a third party is required for any termination or amendment of this letter.
- 3.4 This letter may be executed in any number of counterparts and all those counterparts when taken together shall be deemed to constitute one and the same letter.
- 3.5 This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

[The rest of this page is intentionally left blank]

THE ADDITIONAL UNITRANCHE FACILITY LENDERS

Ares Capital Europe V (E) Investments S.à r.l.

By: _____



Name: Michael Thomas

Title: Manager

By: _____



Name: Anthony Agostino

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 /6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares Capital Europe V (G) Investments S.à r.l.

By: 

Name: Michael Thomas

Title: Manager

By: 

Name: Anthony Agostino

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 /6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares Capital Europe V (E) Assets S.à r.l.

By: 

Name: Michael Thomas

Title: Manager

By: 

Name: Anthony Agostino

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 /6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares Capital Europe V (G) Assets S.à r.l.

By: 

Name: Michael Thomas

Title: Manager

By: 

Name: Anthony Agostino

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 /6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

We acknowledge and agree to the above.



for and on behalf of
Plutus Bidco Limited
as Company

Name: Roisin Conran

Title: Authorised signatory

Date: 6 January 2023