

PRIVATE & CONFIDENTIAL

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

Attention: The Directors

17 August 2022

Dear Sirs

Project Eastwood – OID Letter

1 Introduction

1.1 This letter sets forth certain closing payments payable in connection with the Facilities and the Interim Facilities contemplated to be provided pursuant to the commitment letter dated on or around the date of this letter between us as it may be amended, amended and restated, supplemented, modified or replaced from time to time (the *Commitment Letter*).

1.2 Terms defined in (or incorporated by reference into) the Commitment Documents (as defined in the Commitment Letter) or the Precedent Facilities Agreement shall have the same meaning when used in this letter unless otherwise specified and in addition:

New Facility B Commitments means the amount set out under the heading "*New Facility B Commitments*" in Schedule 1 (*Facility B Commitments*).

Rollover Facility B Commitments means the amount set out under the heading under the heading "*Rollover Facility B Commitments*" in Schedule 1 (*Facility B Commitments*).

1.3 This is the OID Letter referred to in the Commitment Letter and constitutes a Finance Document for the purposes of the Facilities Agreement and an Interim Finance Document for the purposes of the Interim Facilities Agreement.

1.4 Any reference in this letter to the "*Commitment Parties*" shall include reference to any Original Commitment Party and any Additional Commitment Party appointed in accordance with the terms unless the context otherwise requires.

2 OID Payment for Facility B

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 Commitment Parties participating in Facility B or their designated Affiliates or Related Funds):

(a) an original issue discount payment (the *New Money OID Payment*) in an aggregate amount equal to three (3.00) per cent. of the aggregate principal amount of the New Facility B Commitments which are utilised on the Closing Date; and

(b) an original issue discount payment (the *Rollover OID Payment* and, together with the New Money OID Payment, the *Facility B OID Payment*) in an aggregate amount equal to one point seven five (1.75) per cent. of the aggregate principal amount of the Rollover Facility B Commitments which are utilised on the Closing Date.

- 2.2 The Facility B OID Payment shall be split between the Commitment Parties participating in Facility B *pro rata* to their (or their Affiliates' or Related Funds') respective commitments under Facility B on the Closing Date.
- 2.3 The Facility B OID Payment shall be payable on the Closing Date.
- 2.4 If the Interim Closing Date has occurred and the Interim Facility B OID Payment has been paid in accordance with paragraph 5 (*OID Payment for Interim Facility B*) below, the Facility B OID Payment shall be reduced on a pound for pound basis by an amount equal to the Interim Facility B OID Payment so paid.
- 2.5 No Facility B OID Payment will be payable unless the Closing Date has occurred.
- 2.6 For the avoidance of doubt, no New Money OID Payment shall be payable on any Rollover Facility B Commitments and no Rollover OID Payment shall be payable on any New Facility B Commitments.

3 OID Payments for CAR Facility

- 3.1 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 Commitment Parties participating in the CAR Facility or their designated Affiliates or Related Funds):

- (a) on the Closing Date, an original issue discount payment in an amount equal to one point five (1.50) per cent. of the aggregate principal amount of the CAR Facility commitments as at the Closing Date (the ***First CAR Facility OID Payment***); and
- (b) on:
- (i) each date on which the CAR Facility is drawn (each a ***CAR Facility Drawdown Date***);
- (ii) within five (5) Business Days following each date after the Closing Date on which any undrawn CAR Facility Commitment is voluntarily cancelled pursuant to the provisions of clause 11.3 (*Voluntary Cancellation*) of the Precedent Facilities Agreement (each a ***CAR Facility Cancellation Date***); and
- (iii) within five (5) Business Days following the date falling forty eight (48) Months after the Closing Date (the ***CAR Facility Final Date***, and a CAR Facility Drawdown Date, a CAR Facility Cancellation Date and the CAR Facility Final Date, each a ***CAR Facility OID Payment Date***),

an original issue discount payment in an amount equal to one point five (1.50) per cent. of the aggregate principal amount of the CAR Facility Commitments:

- (A) drawn on each CAR Facility Drawdown Date;
- (B) cancelled on each CAR Facility Cancellation Date; and
- (C) outstanding and undrawn on the CAR Facility Final Date.

(the ***Subsequent CAR Facility OID Payment*** and, together with the First CAR Facility OID Payment, the ***CAR Facility OID Payments***).

- 3.2 The First CAR Facility OID Payment will be split between the Lenders participating in the CAR Facility *pro rata* to their respective Commitments under the CAR Facility on the Closing Date.

- 3.3 The Subsequent CAR Facility OID Payment will be split between the Lenders participating in the CAR Facility *pro rata* to their respective Commitments under the CAR Facility on the relevant CAR Facility OID Payment Date.
- 3.4 No First CAR Facility OID Payment will be payable unless the Closing Date has occurred.
- 3.5 No Second CAR Facility OID Payment will be payable unless the Closing Date has occurred and a CAR Facility OID Payment Date has occurred.

4 OID Payment for Original Revolving Facility

- 4.1 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 Commitment Parties participating in the Original Revolving Facility or their designated Affiliates or Related Funds) an original issue discount payment (the ***Original Revolving Facility OID Payment***) in an amount equal to three (3.00) per cent. of the aggregate principal amount of the Original Revolving Facility commitments as at the Closing Date.
- 4.2 The Original Revolving Facility OID Payment shall be split between the Commitment Parties participating in the Original Revolving Facility *pro rata* to their (or their Affiliates' or Related Funds') respective commitments under the Original Revolving Facility on the Closing Date.
- 4.3 Subject to the other terms of this letter (including paragraph 9 (*Placing Option - Super Senior Commitments*)), the Original Revolving Facility OID Payment shall be payable in the following instalments such that:
- (a) 16.67% of the Original Revolving Facility OID Payment shall be payable on the Closing Date; and
 - (b) solely to the extent the Revolving Facility is held by the Original Lenders at such date, 83.33% of the Original Revolving Facility OID Payment shall be payable on the date falling six (6) months following the Closing Date.
- 4.4 If the Interim Closing Date has occurred and any Interim Revolving Facility OID Payment has been paid in accordance with paragraph 7 (*OID Payment for Interim Revolving Facility*) below, the Original Revolving Facility OID Payment shall be reduced on a pound for pound basis by an amount equal to the Interim Revolving Facility OID Payment so paid.
- 4.5 No Original Revolving Facility OID Payment will be payable unless the Closing Date has occurred.
- 4.6 No Original Revolving Facility OID Payment shall be payable under paragraph 4.3(b) above unless the Original Revolving Facility Extension Option is exercised.

5 OID Payment for Interim Facility B

- 5.1 If the Interim Closing Date has occurred and Interim Facility B is utilised, the Company will, subject to the provisions of paragraph 5.4 below, pay, or will cause to be paid, to the Interim Facility Agent (for the account of the Original Interim Lenders of Interim Facility B named in the Interim Facilities Agreement or their designated Affiliates or Related Funds):
- (a) an original issue discount payment (the ***Interim New Money OID Payment***) in an aggregate amount equal to three (3.00) per cent. of the aggregate principal amount of the New Facility B Commitments which are utilised on the Interim Closing Date; and
 - (b) an original issue discount payment (the ***Interim Rollover OID Payment*** and, together with the Interim New Money OID Payment, the ***Interim Facility B OID Payment***) in an aggregate amount equal to one point seven five (1.75) per cent. of the aggregate principal

amount of the Rollover Facility B Commitments which are utilised on the Interim Closing Date.

- 5.2 The Interim Facility B OID Payment shall be split between the Original Interim Lenders participating in Interim Facility B *pro rata* to their respective commitments under Interim Facility B on the Interim Closing Date.
- 5.3 The Interim Facility B OID Payment shall be payable on the Interim Closing Date.
- 5.4 No Interim Facility B OID Payment will be payable unless the Interim Closing Date has occurred.
- 5.5 For the avoidance of doubt, no Interim New Money OID Payment shall be payable on any Rollover Facility B Commitments and no Interim Rollover OID Payment shall be payable on any New Facility B Commitments.

6 **OID Payments for Interim CAR Facility**

6.1 The Company will, subject to the other provisions of this letter, pay, or will cause to be paid, to the Interim Facility Agent (for the account of the Original Interim Lenders of the Interim CAR Facility named in the Interim Facilities Agreement or their designated Affiliates or Related Funds):

- (a) on the Interim Closing Date, an original issue discount payment in an amount equal to one point five (1.50) per cent. of the aggregate principal amount of the Interim CAR Facility commitments as at the Interim Closing Date (the ***First Interim CAR Facility OID Payment***); and
- (b) on:
 - (i) each date on which the Interim CAR Facility is drawn (each an ***Interim CAR Facility Drawdown Date***);
 - (ii) within five (5) Business Days following each date after the Interim Closing Date on which any undrawn Interim CAR Facility Commitment is voluntarily cancelled pursuant to the provisions of clause 11.3 (*Voluntary Cancellation*) of the Precedent Facilities Agreement (each an ***Interim CAR Facility Cancellation Date***); and
 - (iii) within five (5) Business Days following the date falling forty eight (48) Months after the Interim Closing Date (the ***Interim CAR Facility Final Date***, and an Interim CAR Facility Drawdown Date, an Interim CAR Facility Cancellation Date and the Interim CAR Facility Final Date, each an ***Interim CAR Facility OID Payment Date***),

an original issue discount payment in an amount equal to one point five (1.50) per cent. of the aggregate principal amount of the Interim CAR Facility Commitments:

- (A) drawn on each Interim CAR Facility Drawdown Date;
- (B) cancelled on each Interim CAR Facility Cancellation Date; and
- (C) outstanding and undrawn on the Interim CAR Facility Final Date.

(the ***Subsequent Interim CAR Facility OID Payment*** and, together with the First Interim CAR Facility OID Payment, the ***Interim CAR Facility OID Payments***).

6.2 The First Interim CAR Facility OID Payment will be split between the Original Interim Lenders participating in the Interim CAR Facility *pro rata* to their respective Commitments under the Interim CAR Facility on the Interim Closing Date.

- 6.3 The Subsequent Interim CAR Facility OID Payment will be split between the Lenders participating in the CAR Facility *pro rata* to their respective commitments under the Interim CAR Facility on the relevant Interim CAR Facility OID Payment Date.
- 6.4 No First Interim CAR Facility OID Payment will be payable unless the Interim Closing Date has occurred.
- 6.5 No Second Interim CAR Facility OID Payment will be payable unless the Interim Closing Date has occurred and an Interim CAR Facility OID Payment Date has occurred.

7 **OID Payment for Interim Revolving Facility**

- 7.1 If the Interim Closing Date has occurred, the Company will, subject to the provisions of paragraph 7.3 below, pay, or will cause to be paid, to the Interim Facility Agent (for the account of the Original Interim Lenders participating in the Interim Revolving Facility named in the Interim Facilities Agreement or their designated Affiliates), on the Interim Closing Date an original issue discount payment (the ***Interim Revolving Facility OID Payment***) in an amount equal to three (3.00) per cent. of the aggregate principal amount of the Interim Revolving Facility commitments as at the Interim Closing Date.
- 7.2 The Interim Revolving Facility OID Payment shall be split between the Original Interim Lenders participating in the Interim Revolving Facility *pro rata* to their respective commitments under the Interim Revolving Facility on the Interim Closing Date.
- 7.3 No Interim Revolving Facility OID Payment will be payable unless the Interim Closing Date has occurred.

8 **No Double Counting**

For the avoidance of doubt, there shall be no double counting of the original issue discount payments payable in connection with the Interim Facilities, on the one hand, and the original issue discount payments payable in connection with the Facilities, on the other hand.

9 **Placing Option - Super Senior Commitments**

- 9.1 Notwithstanding any other provision in the Commitment Documents, Interim Finance Documents and Finance Documents to the contrary and without prejudice to paragraph 4 (*Appointment*) of the Commitment Letter, the Arrangers and the Original Lenders acknowledge and agree that the Company shall have the right at any time (including at any time following the Closing Date) to enter into discussions with one or more potential new lenders (***Super Senior Placing Lenders***) and invite such Super Senior Placing Lenders on a several basis to make an offer to participate in and provide up to one hundred (100) per cent. (or commitments in an aggregate principal amount in excess of one hundred (100) per cent.) of the Revolving Facility (the ***Super Senior Placing Option*** and any commitments so pre-placed, the ***Pre-Placed Revolving Facility Commitments***):
- 9.2 Additionally, in respect of any Pre-Placed Revolving Facility Commitments, notwithstanding any other provision in the Commitment Documents, Interim Finance Documents and Finance Documents:
- (a) the Company shall be permitted (in its sole discretion) to award the title of "*Arranger*" and any other title, role or designation to any Super Senior Placing Lender;
 - (b) each such Super Senior Placing Lender which commits to provide Pre-Placed Revolving Facility Commitments shall be entitled to receive an amount specified by you (which may be more than or less than the amounts that would otherwise be payable to us thereon) on account of any arrangement fee, underwriting fee, original issue discount fee, ticking fee, market participation fee, commitment, funding, issuance, rollover, take out, commission or

placement fee under the Commitment Documents, Finance Documents or Interim Finance Documents (the *Fees*) on that portion of the Pre-Placed Revolving Facility Commitments committed to by such Super Senior Placing Lender pursuant to this Super Senior Placing Option;

- (c) the terms governing such Pre-Placed Revolving Facility Commitments shall be agreed with the applicable Super Senior Placing Lenders (including, for the avoidance of doubt, with respect to all economic terms and any financial covenant **provided that** the Company shall use commercially reasonable efforts to ensure that any financial covenant applicable to any Pre-Placed Revolving Facility Commitments is set at a ratio of at least 10.50:1; and
 - (d) the Fees payable (in aggregate) to the Arrangers and/or the Original Lenders under the Commitment Documents, Finance Documents or Interim Finance Documents on the Revolving Facility commitments (including any Revolving Facility OID Payment or Interim Revolving Facility OID Payment) which are replaced with Pre-Placed Revolving Facility Commitments pursuant to the Super Senior Placing Option shall, on the date of such commitment by such Super Senior Placing Lenders in respect of the Revolving Facility and any Pre-Placed Revolving Facility Commitments, be reduced to zero (and, in each case, no Revolving Facility OID Payment or Interim Revolving Facility OID Payment shall be payable on any Pre-Placed Revolving Facility Commitments).
- 9.3 Any Pre-Placed Revolving Facility Commitments committed to by Super Senior Placing Lenders pursuant to this Super Senior Placing Option shall be allocated as between the commitments of the Original Lenders pro rata and the commitments of the Original Lenders (together with the corresponding Interim Facility commitments) shall be reduced by such allocated amount.
- 9.4 Any commitments in the Revolving Facility not allocated to the Placing Lenders pursuant to the Super Senior Placing Option shall remain in full force and effect subject to the terms of the Commitment Documents.
- 9.5 The Arrangers and the Original Lenders hereby undertake, upon the request of the Company, to enter into new Commitment Documents and any other appropriate documentation to amend or replace the Commitment Documents, any Finance Document or Interim Finance Document to reflect any changes required to reflect the accession of each of the Super Senior Placing Lenders and joining such Super Senior Placing Lenders as a party to the relevant document (including by way of the establishment of an Additional Facility and/or by way of Structural Adjustment).
- 9.6 If any Fees (including, for the avoidance of doubt, Revolving Facility OID Payments or Interim Revolving Facility OID Payments) have been paid by or on behalf of the Company in excess of the amounts specified in paragraph 9.2(d) above, the applicable Original Lenders and Original Lender Transferees (as defined below) shall immediately refund such Fees in full to the Company. The Company may set-off, withhold or deduct from any interest, fees or other amounts payable under the Commitment Documents, Interim Finance Documents and the Finance Documents any amounts which are not refunded in full to the Company in accordance with this paragraph 9.6.
- 9.7 Each Original Lender that transfers or assigns its Commitments under the Revolving Facility will ensure that the transferee or assignee (as applicable) (each an **Original Lender Transferee**) confirms and agrees, on or before such transfer or assignment, to the Company that such Original Lender Transferee agrees to be bound by and assume the obligations of that Original Lender to the Company under this paragraph 9. Any transfer or assignment in breach of this paragraph 9.7 shall be void and have no force or effect.
- 9.8 Notwithstanding anything to the contrary in the Commitment Documents, Interim Finance Documents and the Finance Documents, the terms of this paragraph 9 will prevail if there is a conflict between the terms of this paragraph 9 and the terms of the Commitment Documents, Interim Finance Documents and the Finance Documents.

10 Preferential Allocations

10.1 Subject to paragraph 10.2 below but notwithstanding any other provision of this letter or the other Commitment Documents, Finance Documents or Interim Finance Documents, we will (and we will procure, in respect of our relevant Affiliates and Related Funds, that the other Commitment Parties, Finance Parties (as defined in the Facilities Agreement) and Interim Finance Parties (as defined in the Interim Facilities Agreement) (as appropriate) will):

- (a) permit funds, investment vehicles, accounts or other persons advised or managed by the Sponsor or any of its Affiliates or Related Funds selected by the Sponsor (in its sole discretion) (the **Preferred Funds**) to purchase up to 24.99% in aggregate (on a net of fees basis) of any or all of the aggregate principal amount of the Facilities and up to 15.00% in aggregate (on a net of fees basis) of any Additional Facility on the same terms as offered to the Commitment Parties and/or the proposed Additional Facility Lenders (as applicable) (a **Preferential Allocation**), provided that (i) this shall not require any Preferred Fund to arrange, manage or make available any other commitments under or in respect of any Facility, Interim Facility or Additional Facility and (ii) any reduction in our commitments in any Facility required to accommodate a Preferred Allocation shall be made pro rata across that Facility to our (and any other Commitment Party's) respective commitments in that Facility unless otherwise agreed with us; and
- (b) pass through to any Preferred Funds that purchase any such Preferential Allocation or (at the sole discretion of the Company) permit the Company to retain (or authorise the Preferred Funds to retain) all, or any part of, the pro rata portion of any Facility B OID Payment, CAR Facility OID Payment, Original Revolving Facility OID Payment, Interim Facility B OID Payment, Interim CAR Facility OID Payment and Interim Revolving Facility OID Payment and any other arrangement fee, underwriting fee, original issue discount fee, ticking fee, market participation fee, commitment, funding, issuance, rollover, take out, commission or placement fee that relates to the applicable debt instruments purchased by such Preferred Funds.

10.2 In order to purchase a Preferential Allocation in accordance with paragraph 10.1 above, a Preferred Fund must commit to such Preferential Allocation prior to delivery to the Agent of a duly completed Utilisation Request in respect of the first Utilisation of Facility B or, in respect of any Additional Facility, not later than (but including) the date on which such Additional Facility is established. For the avoidance of doubt, (a) a Preferred Fund may commit to its Preferential Allocation by entering into the Senior Facilities Agreement as an Original Lender and/or by entering into an Additional Facility Notice as an Additional Facility Lender (as applicable) and (b) a Preferred Fund which is already party to the Senior Facilities Agreement as a Lender may purchase a Preferential Allocation in respect of any Additional Facility in accordance with paragraph 10.1 above.

10.3 There will be no disenfranchisement of any rights (including voting rights and information rights) of any Preferred Fund as a result of their holding any Preferential Allocation, **provided that** (and solely to the extent) such Preferred Fund would not otherwise be disenfranchised pursuant to the provisions of paragraph (g) of Clause 30 (*Debt Purchase Transactions*) of the Precedent Ardonagh Facilities Agreement.

10.4 For the avoidance of doubt, this paragraph 10 does not create an obligation for any Preferred Fund to purchase a Preferred Allocation.

11 Right of First Offer - Additional Term Facilities

11.1 The Company shall offer (an **Offer**) each Original Lender under the CAR Facility and Facility B the opportunity to participate in any Additional Term Facility ranking *pari passu* with the CAR Facility and Facility B (a **Proposed Financing**), in proportion to its Commitments at such time under the CAR Facility and/or Facility B (or such greater amount as may be agreed with the Company (in its sole discretion)), on certain proposed terms (including, but not limited to, amount,

pricing, closing payments and maturity) (the **Proposed Terms**) and if any such Original Lender (or such Original Lender's Affiliate(s) and/or Related Fund(s)) wishes to participate in such relevant Proposed Financing it must respond with a proposal within ten (10) Business Days of receipt of the Company's offer.

- 11.2 If no, or insufficient, Original Lenders (or their Affiliates and/or Related Funds) agree to participate in such Proposed Financing on terms (the **Offered Terms**) which are the same or more favourable to the Company (as determined by the Company acting in good faith) than the Proposed Terms within ten (10) Business Days of receipt of the Company offer, any other bank, financial institution, trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets or any other person approved in writing by the Company may participate in and provide that Proposed Financing on terms that are the same or more favourable to the Company (as determined by the Company acting in good faith) than the Offered Terms.

12 Acknowledgement regarding Repayment Premium

- 12.1 The Commitment Parties (for and on behalf of funds or other accounts managed by them and/or their Affiliates and/or Related Funds) hereby unconditionally and irrevocably acknowledge and agree that no Repayment Premium (as such term is defined in the Side Letter) nor any other prepayment penalties, premia, fees and/or break costs (howsoever described) are or will become due and payable in connection with a refinancing of the Existing Facilities with the proceeds of the Facilities in connection with the Transaction.

- 12.2 For the purposes of the foregoing:

Existing Facilities means the facilities provided under the facilities agreement originally dated 24 March 2019 between, among others, LarvottoCo Limited as parent and Ares Management Limited as agent and security agent (as most recently amended and restated on 12 November 2021 and as further amended and/or amended and restated from time to time).

Side Letter means the letter dated 9 February 2021 and entitled "*Project Tiber - Side Letter*" from Ares Management Limited (as arranger and agent) to SaintMichelCo Limited (as company).

13 Miscellaneous

- 13.1 As agreed between you and us, once executed by us, this letter supersedes and replaces the OID letter dated as of 28 March 2022 executed by us and you (the **Original OID Letter**) in its entirety. The Original OID Letter shall, at such time, cease to be in force and effect and no obligations or amounts payable thereunder shall be assumed by or owing to any person.
- 13.2 All closing payments once paid are non-refundable and non-creditable against other closing payments payable in connection with the Facilities or the Interim Facilities other than as provided in this letter.
- 13.3 Notwithstanding anything to the contrary in this letter, the Original Lenders shall be permitted to allocate any closing payments payable to them under this letter 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 Arranger or Original Lender) then the provisions of the immediately following sentence shall apply. Following the relevant allocation or designation, the relevant Original 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 Arranger or Original 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.

- 13.4 The terms of this letter shall continue in full force and effect after the Senior Facilities Agreement is signed.
- 13.5 The provisions of this letter shall survive the expiration or termination of the Commitment Letter and the funding of the Facilities and/or Interim Facilities, and this letter supersedes any prior understanding or agreement relating to the closing payments for the Facilities or Interim Facilities.
- 13.6 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.
- 13.7 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.
- 13.8 This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed copy of this letter to the address or email address set out in the Commitment Letter before the deadline set out therein, whereupon it will become a binding agreement upon our receipt.

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SCHEDULE 1
Facility B Commitments

Lender	New Facility B Commitments	Rollover Facility B Commitments
Ares Management Limited for and on behalf of funds or other accounts managed or advised by Ares Management Limited, Ares Management UK Limited and/or Ares Management Luxembourg and/or any affiliate of the foregoing	£105,000,000.00	£195,000,000.00-
<u>Total</u>	£105,000,000.00	£195,000,000.00

Yours faithfully

Ares Management Limited
as Arranger

By:  _____

Name: John Atherton
Title: Authorised Signatory

Ares Management Limited for and on behalf of funds or other accounts managed or advised by Ares Management Limited, Ares Management UK Limited and/or Ares Management Luxembourg and/or any affiliate of the foregoing

as Original Lender

By:  _____

Name: John Atherton
Authorised Signatory

Title:

We acknowledge and agree to the above.



for and on behalf of
Plutus Bidco Limited
as Company

Name: Michal Pawlika

Title: Authorised signatory

Date: 17 August 2022