

To: EARTH BIDCO B.V. (the "**Company**" or "**you**")

For the attention of: the Directors

27 February 2025

PROJECT EARTH – FEE AND SYNDICATION LETTER

The Credit Parties party to this letter refer to the commitment letter (the "**Commitment Letter**") addressed to the Company and dated on or about the date hereof and to the Senior Facilities Agreement referred to therein.

Unless a contrary indication appears, terms defined or given a particular meaning or construction in the Commitment Letter have the same meaning when used in this letter unless otherwise defined or the context requires otherwise, and:

"Closing Date" means the date of first utilisation of a Facility under the Senior Facilities Agreement.

"Final Hold Amounts" means, in respect of each Underwriter, the amount specified alongside its name in the column 'Final Hold Amounts' in the table out under the definition of 'Take and Hold Commitments' below plus any additional amount as may be agreed between the Company and any Credit Party as being a 'Final Hold Amount' of that Credit Party and (without duplication) any amount which any person has agreed to provide on a final hold basis in respect of the Facilities.

"Majority Arrangers" means, at any time, the Arrangers and Underwriters who together hold Commitments in respect of the Facilities in an aggregate amount of at least 50.1% of the aggregate amount of the Commitments of the Arrangers and Underwriters in respect of the Facilities at that time; provided that, for the purposes of exercising Flex Rights and paragraph 4 (*Market Flex*), references to "Majority Arrangers" shall be to at least two separate institutions appointed as Arranger, Bookrunner and Underwriter who together hold Commitments in respect of the Facilities in an aggregate amount of more than 50.1% of the aggregate amount of all Commitments of the Arrangers, Bookrunners and Underwriters in respect of the Facilities at that time (but for the purposes of this proviso disregarding any Take and Hold Commitments from any calculation of 'Commitments').

"Successful Final Hold" means the Commitments of the Underwriters party to this letter in respect of the Facilities being reduced to an aggregate amount which is not more than the Successful Final Hold Amount (in aggregate).

"Successful Final Hold Amount" means an amount equal to 100% of the aggregate amount of the Final Hold Amounts.

"Successful Syndication" means the Commitments of the Underwriters party to this letter in respect of the Facilities being reduced to an aggregate amount which is not more than the Successful Syndication Amount (in aggregate).

For the avoidance of doubt, for the purposes of determining whether Successful Syndication or Successful Final Hold has occurred, a commitment of an Underwriter shall (without prejudice to any reduction that may have or will occur) be deemed to have been reduced immediately upon (i) any transfer certificate, commitment letter or other agreement, undertaking or commitment being entered into, or any subscription of commitments by (or assignment or transfer of commitments to) any other person (including any Existing Lender or Early Bird Lender or Syndication Lender) and (ii) any commitment or amount being cancelled by the Company.

"Successful Syndication Amount" means an amount equal to 100% of the aggregate amount of the Take and Hold Commitments.

"**Syndication**" means the primary syndication of the Facilities in accordance with the Agreed Syndication Strategy.

"**Syndication Date**" means the earlier of:

- (i) the later of:
 - (a) the date falling three months after the Closing Date; and
 - (b) the date falling four months after the commencement of Syndication;
- (ii) (where used in or for the purposes of paragraph 4 (*Market Flex*) of this letter) the date on which Successful Syndication occurs or (otherwise) the date on which Successful Final Hold occurs; and
- (iii) any other date agreed between the Company and the Bookrunners by reference to this definition.

"**Syndication Lenders**" means the banks and funds participating as Lenders in respect of the Facilities in connection with Syndication on or prior to the Syndication Date, but excluding any person (other than a bona fide debt fund) which is a Credit Party or an Existing Lender or Early Bird Lender or an Affiliate or Related Fund of, or otherwise related to, a Credit Party or an Existing Lender or Early Bird Lender and any person which is not a 'permitted transferee' in accordance with the terms of the Debt Documents.

"**Syndication Period**" means the period beginning on the later to occur of (i) the Countersignature Date, (ii) the date of the Announcement, (iii) the launch of Syndication in accordance with the Agreed Syndication Strategy and the terms of this letter and (iv) the last date by which an Early Bird Lender can be introduced pursuant to paragraph 6 (*Existing Lenders and Early Bird Lenders*), and ending on the Syndication Date.

"**Take and Hold Commitments**" means, in respect of each Underwriter, the amount specified alongside its name in the column 'Take and Hold Commitments' in the table below plus any additional amount as may be agreed between the Company and any Credit Party as being 'Take and Hold Commitments' of that Credit Party and (without duplication) any amount which any person has agreed to provide on a 'take and hold basis' in respect of the Facilities.

Credit Party	Take and Hold Commitments (EUR)	Final Hold Amounts (EUR)
BNP Paribas Fortis S.A./N.V.	120,000,000.00	100,000,000.00
CIBC Capital Markets (Europe) S.A.	120,000,000.00	100,000,000.00
Coöperatieve Rabobank U.A	120,000,000.00	100,000,000.00
Crédit Agricole Corporate and Investment Bank	120,000,000.00	100,000,000.00
ING Bank N.V.	120,000,000.00	100,000,000.00
MUFG Bank (Europe) N.V.	120,000,000.00	100,000,000.00

"**Underwritten Commitments**" means the Commitments of the Underwriters party to this letter in respect of the Facilities (as set out in the Commitment Letter, as the same may be reduced from time to

time in accordance with the terms of the Debt Documents) less the Successful Syndication Amount and the amount of any Existing Lender/Early Bird Commitments.

1 Syndication

- 1.1 The Arrangers, Bookrunners and Underwriters shall, in consultation with the Company, manage (in a coordinated manner) the Syndication, including (during the Syndication Period) timing, the selection of potential participants, the acceptance, allocation and distribution of commitments and the amount and distribution of fees to Syndication Lenders in consultation with the Company and in accordance with the syndication strategy agreed with the Company prior to the launch of Syndication (the "**Agreed Syndication Strategy**"). The Agreed Syndication Strategy shall be agreed between the Credit Parties and the Company prior to the launch of Syndication and shall include, among other things, agreement as to market soundings, the timing and list of institutions to be approached, the sequencing of approach to institutions, proposed pricing arrangements and other customary matters.
- 1.2 Subject to the Agreed Syndication Strategy, to paragraph 1.4 below, and any applicable confidentiality agreements and the terms of the Commitment Documents and the Senior Facilities Agreement, and provided that doing so would not breach (or cause a breach of) any applicable confidentiality undertaking, any applicable law or regulation, any requirements of any court of competent jurisdiction, takeover panel, stock exchange, listing or regulatory authority, or any rule or guidance governing takeover or mergers or concerning price sensitive or non-public information, the Company authorises the Underwriters to, during the Syndication Period, discuss the terms of the Facilities with, and to disclose those terms to, potential Syndication Lenders to facilitate the Syndication in accordance with the Agreed Syndication Strategy. Subject to compliance with the above and the provisions of the Commitment Documents, the Senior Facilities Agreement and the Agreed Syndication Strategy, the Underwriters reserve the right, during the Syndication Period, to syndicate a portion of their respective commitments under the Facilities (in an amount not exceeding the Underwritten Commitments (or such additional amount as may be necessary to achieve Successful Final Hold or which is agreed by the Company provided that Successful Syndication has first occurred and primary Syndication closed in accordance with paragraph 1.5 below)) to one or more institutions that will become parties to the Senior Facilities Agreement in accordance with its terms, provided that the Credit Parties agree that until the next Business Day to occur after the end of the Certain Funds Period (or, in respect of the Revolving Facility only, until the next Business Day to occur after the Closing Date, or, in respect of drawn Term Facility Loans under the Senior Facilities Agreement only, until the next Business Day to occur after the Utilisation Date of such Loans):
- (i) other than with the specific prior written consent of the Company, no person (other than a Credit Party or an Existing Lender or Early Bird Lender) shall become a lender of record or otherwise become party to (or a sub-participant in respect of any Facility under) the Senior Facilities Agreement; and
 - (ii) the Credit Parties shall retain exclusive and absolute control over all Lender voting rights and rights with respect to exercises of discretion and voting, waivers, consents, approvals, modifications, amendments and other matters relating to the Facilities and the Finance Documents (and shall act reasonably and in good faith to exercise such rights and discretions to facilitate any amendments, waivers or consents reasonably requested by the Company to facilitate achievement of Completion).
- 1.3 Without prejudice to the above and notwithstanding anything to the contrary in any Debt Document, if any Credit Party or an Affiliate of a Credit Party assigns or transfers any portion of its commitments under or in respect of any Facility prior to the end of the Certain Funds Period

and the assignee or transferee is or becomes a 'Defaulting Lender' (as defined in the Senior Facilities Agreement) or does not (or indicates that it will not) fulfil its obligation to provide its share of any loan or utilisation under such Facility in the required currency or becomes subject to an Illegality Event (as defined in the Senior Facilities Agreement) (a "**Defaulting Transferee**"), then the Credit Parties agree to provide the amount that the Defaulting Transferee was obliged to provide up to the amount that had been assigned or transferred to such Defaulting Transferee and (to the extent available to it) the Company agrees to procure, by way of exercising its rights under the defaulting lender provisions in the Senior Facilities Agreement (as applicable), to enable a transfer of the commitment of the Defaulting Transferee back to the Credit Party which had assigned or transferred such commitment to the Defaulting Transferee as soon as possible after the end of the Certain Funds Period.

- 1.4 The Credit Parties will ensure that any potential lender shall, prior to receiving from any Credit Party or any of its Affiliates any Confidential Information or information concerning the Group, the Target Group, the Facilities, the Acquisition or the Transactions, enter into a confidentiality agreement in a form consistent with the LMA form of confidentiality and front running letter for primary syndication and (unless Completion has occurred) containing standstill or information barrier provisions consistent with the requirements of Panel Practice Statement No. 25 (to the extent applicable to the syndication of the Facilities) and the applicable provisions of the confidentiality agreements entered into by the Arrangers and the Company prior to the date of this letter (or, as the case may be, such other form as is approved by the Company in advance).
- 1.5 Unless otherwise agreed between the Company and the Bookrunners, at any time after the Arrangers, Bookrunners and Underwriters have received sufficient commitments that (when reflected as participations in the Facilities) would result in a Successful Syndication or Successful Final Hold, the Bookrunners may:
 - (i) close Syndication; and
 - (ii) accept the commitments received and allocate resulting participations in the Facilities (in a way that will result in a Successful Syndication and (if a Successful Syndication is achieved) Successful Final Hold).
- 1.6 Subject to the terms of this letter, the Company shall use its reasonable commercial efforts to co-operate and assist in the Syndication during the Syndication Period, including:
 - (i) (subject to all such recipients having entered into a confidentiality undertaking (or similar) satisfactory to the Company and in compliance with paragraph 1.4 above) providing financial and other information reasonably requested by the Arrangers, Bookrunners and Underwriters relating to it and its subsidiaries (including the Target Group) in its possession and reasonably deemed necessary by the Arrangers, Bookrunners and Underwriters to complete Successful Syndication and Successful Final Hold (having regard to the information already available to the Credit Parties and subject to any applicable legal, regulatory or confidentiality restrictions, and provided that the Company shall be under no obligation to disclose price sensitive, non-public or commercially sensitive information);
 - (ii) if required, providing reasonable assistance to the Arrangers, Bookrunners and Underwriters in the Arrangers' preparation of an Information Memorandum (to be prepared by the Arrangers, Bookrunners and Underwriters and to be approved by the Company) as described below;

- (iii) if required, making senior management and representatives of the Company available to participate in a presentation to potential Syndication Lenders on a date mutually agreed between the Company and the Arrangers, Bookrunners and Underwriters;
- (iv) if required, using reasonable endeavours to procure that the Syndication benefits from the existing lender relationships of the Company and Macquarie to the extent consistent with the Agreed Syndication Strategy; and
- (v) (subject to all such recipients having entered into a confidentiality undertaking (or similar) satisfactory to the Company and in compliance with paragraph 1.4 above) if required, using reasonable endeavours to procure that the Syndication Lenders are able to be provided with a copy of the BCG commercial Buyside Report (on a non-reliance basis) and obtain or benefit from reliance on the Arup technical, Linklaters legal and Deloitte financial and tax Buyside Reports and Deloitte Structure Memorandum delivered by the Company to the Finance Parties pursuant to the conditions precedent in the Senior Facilities Agreement (in each case subject to the relevant report providers agreeing to provide copies of such reports to Syndication Lenders and (as applicable) such reliance (without additional cost) and to the relevant Finance Parties and Syndication Lenders agreeing to and entering into appropriate non-disclosure, release or reliance letters (or similar) with the relevant report providers, and provided further that procuring such disclosure, release or reliance through the Arrangers, Underwriters or Agent shall satisfy any such requirement under this paragraph),

and, in each case, as the Arrangers, Bookrunners and Underwriters determine is necessary in order to facilitate a Successful Syndication and Successful Final Hold and provided that the Arrangers, Bookrunners and Underwriters hereby agree to use all reasonable endeavours to optimise the time of the management of the Company and to assist proactively (upon the Company's request) in the production of any relevant reports or materials in coordination with the Company for Syndication purposes.

- 1.7 The parties agree that the Syndication, the obligations of the Company and the Group pursuant to this letter, and the scope, form and content of any information that can be provided or disclosed, shall be subject to the Agreed Syndication Strategy, the terms of the Debt Documents, any applicable confidentiality undertaking, law or regulation (including any applicable rule governing takeovers or mergers or any rule or guidance concerning price sensitive or non-public information), any requirements of any court of competent jurisdiction, takeover panel, stock exchange, listing or regulatory authority (including any guidance or practice statements (or similar); whether or not having the force of law or representing a code of conduct or recommended best practice), as well as any other applicable legal or regulatory requirements.
- 1.8 The Credit Parties will act in good faith to achieve the Successful Syndication and Successful Final Hold and keep the Company informed about the progress of the Syndication, including by providing the Company with regular written updates (on a weekly basis) on all matters relating to the Syndication and its progress and on any titles, ancillary requests, compensation and fees/original issue discount amounts (or similar) offered, requested or agreed or to be agreed with potential Syndication Lenders, provided that the Credit Parties agree that, other than with the consent of the Company, no allocation of the Facilities, no titles and/or roles and no fees, compensation or discounts may be offered by (or on behalf of) the Credit Parties to any person other than an allocation to a Syndication Lender in accordance with the Agreed Syndication Strategy or as agreed by the Company.
- 1.9 In addition, the Credit Parties shall promptly inform the Company of any event or circumstance (of which they are aware) which might reasonably impact the launch, progress or success of

Syndication (including competing transactions), subject to applicable confidentiality provisions on the Underwriters.

- 1.10 The Arrangers and Underwriters or Bookrunners will promptly notify the Company upon Successful Syndication being achieved and will promptly notify the Company upon Successful Final Hold being achieved.
- 1.11 The Credit Parties will use their reasonable endeavours (and in consultation with the Company) to organise the Syndication so as to ensure no material disruption to the business of the Original Investors, the Group or the Target Group or its management and in a manner that complies with this letter and the requirements contemplated by paragraph 1.6 above.
- 1.12 Prior to (and including) the Syndication Date, the participation of any person which commits in the Syndication of the Facilities shall be shared on a pro rata basis for the applicable Facilities amongst the Underwriters in respect of the applicable Facilities until such time as Successful Final Hold is achieved, provided that:
- (i) such pro rata reduction shall not apply to an Underwriter once its Commitments are reduced to an amount equal to its Take and Hold Commitments, unless upon reaching its Take and Hold Commitments it elects to reduce to its Final Hold Amount pursuant to sub-paragraph (ii) below; and
 - (ii) once the Commitments of each Underwriter are reduced to its Take and Hold Commitments and Successful Syndication has been achieved, in respect of each Underwriter who, pursuant to sub-paragraph (i) above, elects to reduce to its Final Hold Amount, such pro rata reduction shall continue to apply to each such Underwriter until its Commitments are reduced to an amount equal to its Final Hold Amount,
- (or as otherwise agreed between the Company and the Credit Parties as part of the Syndication).
- 1.13 For the avoidance of doubt, and notwithstanding anything else to the contrary in any of the Debt Documents, the Credit Parties acknowledge and agree that neither the Target, the Target Group nor any of their affiliates is obligated to assist with any Syndication of the Facilities or take any action procured by you.

2 Information Memorandum

- 2.1 The Arrangers, Bookrunners and Underwriters will prepare a customary information memorandum in relation to the Facilities (the "**Information Memorandum**") in consultation with the Company and (subject to all such recipients having entered into a confidentiality undertaking (or similar) satisfactory to the Company and in compliance with paragraph 1.4 above) provide it to pre-agreed potential Syndication Lenders in line with the terms of this letter and the confidentiality provisions set out in the Commitment Letter and the Senior Facilities Agreement.
- 2.2 Before its distribution, the Company shall be asked to approve the final version of the Information Memorandum which will be subject to the applicable representations contained in the Senior Facilities Agreement.

3 Clear Market

During the period from the Countersignature Date until the Syndication Date, the Company shall procure that it will not incur any syndicated loan financing in the international or any relevant domestic syndicated loan or debt capital market or otherwise including any private or public bond issues, placement note issuances or syndicated or private placement loan facilities that (in each

case) would reasonably be expected to adversely compete with and impair the Syndication of the Facilities, other than:

- (a) the Facilities and any financing and related arrangements contemplated by the Commitment Documents (including, for the avoidance of doubt, in respect of any Additional Finance Party and/or Existing Lender/Early Bird Commitments) and any discussions with Existing Lenders in relation to their existing financing arrangements;
- (b) any subordinated debt (provided by a holding company, Original Investor or related party) or shareholder funding or intra-group debt and hedging required or contemplated to be entered into, and any roll-over, amendment, consent, continuance, replacement or assumption (howsoever described) of any debt, financing arrangements or financial accommodation (including, for the avoidance of doubt, guarantee, letter of credit, surety and insurance arrangements (or similar), receivables/invoice discounting arrangements and leasing arrangements and the existing retail bonds/commercial paper) of the Target Group and any such arrangement in the ordinary course of business of the Target Group (and any renewal or replacement thereof);
- (c) with the prior written consent of the Company and the Arrangers; or
- (d) as provided for in or permitted under the Senior Facilities Agreement, provided that (in the reasonable opinion of the Company) such incurrence does not impair the Syndication of the Facilities in any material respect (but excluding, for the avoidance of doubt, the incurrence of new term loans under Permitted Additional Debt and Additional Facilities except in connection with the roll-over, continuance, refinancing or replacement of existing debt, financing arrangements or financial accommodation or as contemplated by paragraphs (a), (b) or (c) above).

4 Market Flex

4.1 Subject to the paragraphs below, during the Syndication Period, the Majority Arrangers may, in each case after consultation in good faith with the Company and having regard to the then prevailing conditions in the international or domestic money, debt or capital financial markets, exercise the rights set out in paragraph 4.2 below (the "**Flex Rights**") if (and only to the extent that) the Flex Conditions are (and continue to be) satisfied at that time and in respect of that proposed exercise of Flex Rights.

4.2 The Flex Rights are limited to the following:

- (i) increase the interest margin on the Facilities (or any of them) by an aggregate amount not to exceed 25bps on such Facility (the "**Margin Flex**"); and/or
- (ii) require the payment of increased fees, but only in respect of the Underwritten Commitments that are (or are to be) transferred to such Syndication Lenders in respect of whom such increased fees are necessary for their participation in the Syndication of such commitments (respectively, the "**Relevant Syndication Lenders**" and the "**Relevant Commitments**"), so as to enable the Underwriters to pay-away corresponding increased fees to such Syndication Lenders in respect of those Relevant Commitments as part of Syndication, in an aggregate amount not to exceed 25bps of those Relevant Commitments (the "**Fee Flex**"),

provided that the sum of:

- (a) the aggregate amount (as basis points) of all Margin Flex expressed as a percentage per annum; plus

- (b) the total amount (as basis points) of all Fee Flex expressed as percentage of the Relevant Commitments to which such Fee Flex relates (with no weighted average life adjustment),

may not together exceed 25bps.

4.3 Flex Rights may only be exercised (together, the "**Flex Conditions**"):

- (i) after consultation with the Company in good faith for a period of at least 10 Business Days;
- (ii) if the Arrangers, Bookrunners and Underwriters determine (reasonably and in good faith), and can demonstrate, and have provided reasonable details in writing to the Company demonstrating why, based on feedback from a reasonable number of bona fide potential Syndication Lenders as advised to the Company in writing by the Arrangers, Bookrunners and Underwriters, such changes are necessary to likely ensure a Successful Syndication in accordance with the Agreed Syndication Strategy and Successful Syndication would not otherwise be achieved on the proposed terms;
- (iii) if the Underwriters have, as part of Syndication of the Facilities in accordance with the Agreed Syndication Strategy, first paid (or, in good faith, offered to pay) to Syndication Lenders an amount equal to 100% of the Arrangement Fees applicable to the Facilities (other than the Take and Hold Commitments) plus (if exercised) 100% of any Fee Flex exercised (together, the "**Minimum Fee Payaway**") and, following such Flex Rights having been exercised, the aggregate amount of fees paid by the Underwriters to Syndication Lenders as part of Syndication is not less than the Minimum Fee Payaway;
- (iv) the Arrangers, Bookrunners and Underwriters have first offered in good faith to procure the participation of the Syndication Lenders in, or the assignment or transfer to Syndication Lenders of, the hedging entered into or to be entered into. Each such offer shall be for the participation, assignment or transfer of an amount which is at least in proportion to the Commitments which that potential Syndication Lender (or its Affiliate) would assume as a lender under the Senior Facilities Agreement and on reasonable pricing terms to be negotiated between the Company, relevant Underwriters and that potential Syndication Lender. If a potential Syndication Lender accepts such offer, the Underwriters shall ensure that such Syndication Lender is able to participate accordingly or that such agreed proportion of the hedging is assigned or transferred to that Syndication Lender by no later than the date falling 20 Business Days after the later of (i) the last date of the Syndication Period and (ii) the date such hedging is entered into;
- (v) the covenants, ratios and thresholds contained in the Finance Documents have been amended in order to ensure that (when taking into account such Flex Rights and related fees, costs, taxes and expenses, and any increase in indebtedness for the purposes of funding any such Flex Rights or related costs) the level of headroom provided by covenants, ratios and thresholds is in no way adversely impacted (and with such amended financial ratios to be set by applying the same methodology as used to calculate the original financial ratios but reflecting any higher cost of borrowing and any increase in applicable indebtedness (including any increase in applicable drawn indebtedness for the purposes of funding any such Flex Rights)), and the Credit Parties and Finance Parties shall (and shall authorise and instruct the Agent to) promptly enter into such amendment documentation as may reasonably be required by the Company in order to give effect to or reflect such amendments and rights as are contemplated by this paragraph;

- (vi) in respect of the Fee Flex, for the benefit of bona fide third-party Relevant Syndication Lenders who become Lenders under the Senior Facilities Agreement (in accordance with the terms thereof) in accordance with the Agreed Syndication Strategy and the terms of this letter;
 - (vii) during the Syndication Period and only to the extent Successful Syndication of the Facilities has not been achieved (and will not be achieved otherwise); and
 - (viii) in the case of any exercise of Margin Flex, the Arrangers, Bookrunners and Underwriters have first consulted with the Company as the exercise thereof for a period of at least 10 Business Days and have confirmed to the Company that, based on feedback from bona fide potential Syndication Lenders (such feedback to be advised to the Company in writing in reasonable detail by the Underwriters, including by providing feedback by way of a written report provided by the Underwriters, and to be accompanied by such information as the Company may reasonably request) that Successful Syndication cannot be achieved except with such Margin Flex (and cannot be achieved through application of Fee Flex alone).
- 4.4 The Credit Parties (and their Related Funds and Affiliates) shall not be entitled to exercise or retain any Fee Flex on any amount or commitments other than the Underwritten Commitments or on any amount of the Facilities that continues to be held by them (or any of their Related Funds or Affiliates). In the event Fee Flex is exercised, such Fee Flex and related fees shall be in the minimum amount that is necessary to be paid to Syndication Lenders in order to achieve Successful Syndication in accordance with the Agreed Syndication Strategy and the terms of this letter. Any amount of Fee Flex that is not so paid to Syndication Lenders shall be repaid by the Credit Parties to the Company (or as it may direct).
- 4.5 The Company or any Borrower shall be entitled to utilise the Senior Facilities Agreement and/or any of the Facilities to fund and/or finance (directly or indirectly) the cost of any such Flex Rights.
- 4.6 For the avoidance of doubt and notwithstanding anything to the contrary, no Flex Right shall be payable or effective unless and until Completion and the Closing Date have occurred.

5 Fees

- 5.1 You will, subject to the provisions of this letter and the paragraphs below, pay, or will cause to be paid, to the Agent (for the account of the applicable Credit Parties) fees (each and together the "**Fees**") in respect of the Facilities as follows:
- (i) on the Closing Date, an underwriting fee in relation to the Facilities (the "**Underwriting Fee**") in an amount equal to 0.35 per cent. of the aggregate principal amount of the Available Commitments of the Underwriters party to this letter in respect of the Facilities as at the Countersignature Date; which such amount shall be payable, subject to the provisions of this letter, on the Closing Date; provided that in the event any amounts or commitments of the Underwriters are reduced or cancelled (whether in whole or in part, and including pursuant to paragraph 6 below) following the Countersignature Date but on or prior to the Closing Date, the U/W Fee Percentage Amount applicable to such cancelled or reduced amount or commitments shall be reduced to 0.25 per cent.;
 - (ii) in the event that the Closing Date occurs and the Term Facility is utilised under and in accordance with the terms of the Senior Facilities Agreement, on the date of each utilisation of the Term Facility (and then only with respect to amounts actually drawn on such utilisation date), an arrangement fee in relation to the Term Facility (the "**Term**

Facility Arrangement Fee") in an amount equal to 1.50 per cent. of the aggregate principal amount of the Available Commitments of the Underwriters party to this letter in respect of the Term Facility drawn under the Senior Facilities Agreement on such utilisation date (subject to any reduction pursuant to paragraph 6 below), which such amount shall be payable, subject to the provisions of this letter, on the date of utilisation thereof under and in accordance with the terms of the Senior Facilities Agreement (and only with respect of amounts actually drawn on such utilisation date);

- (iii) in the event that the Closing Date occurs, an arrangement fee in relation to the Revolving Facility (the "**RCF Arrangement Fee**" and together with the Term Facility Arrangement Fee, the "**Arrangement Fees**") in an amount equal to 1.50 per cent. of the aggregate principal amount of the Available Commitments of the Underwriters party to this letter in respect of the Revolving Facility under the Senior Facilities Agreement as at the Closing Date (subject to any reduction pursuant to paragraph 6 below), which such amount shall be payable, subject to the provisions of this letter, on the Closing Date; and
- (iv) a ticking fee, computed in accordance with the table below, on the Available Commitments of the Underwriters party to this letter under the Senior Facilities Agreement in respect of the Term Facility and the Revolving Facility (the "**Ticking Fee**"), accruing on a daily basis and payable on the Closing Date:

Relevant period	Ticking Fee (per annum)
In respect of each day until (and including) the date falling 6 months after the Countersignature Date	Nil
In respect of each day from (but excluding) the date falling 6 months after the Countersignature Date until (and including) the earlier of (i) the date falling 9 months after the Countersignature Date and (ii) the Closing Date	15 per cent. of the Margin
In respect of each day from (but excluding) the date falling 9 months after the Countersignature Date until the Closing Date	20 per cent. of the Margin

provided that (A) Ticking Fees shall only accrue and be calculated in respect of the available, unused and uncanceled amounts of the Underwriter's Available Commitments under the Term Facility and the Revolving Facility available to be utilised on each relevant day (B) no Ticking Fee shall accrue or be payable after the Closing Date (C) no Ticking Fee shall be required to be paid prior to the Closing Date and (D) no Ticking Fee shall be paid to (or be calculated by reference to the commitments or participations of) any Defaulting Transferee, Defaulting Lender or Defaulting Credit Party.

5.2 For the avoidance of doubt, notwithstanding anything to the contrary:

- (i) no Fees or Flex Rights shall be due or payable unless Completion and the Closing Date have occurred; and

- (ii) the Company may at any time cancel all or part of the Facilities (and commitments in respect thereof) and no Arrangement Fees shall be payable in respect of or attributable to any amount of the Facilities (or commitments in respect thereof) which is cancelled or not utilised;
- (iii) no Fees or Flex Rights shall be payable to or in respect of, or be calculated by reference to the participations or commitments of a Defaulting Lender, a Defaulting Transferee or a Defaulting Credit Party.

5.3 To the extent provided for in the Utilisation Request or Funds Flow Statement, the Fees payable pursuant to this letter may be deducted from the proceeds of a Utilisation of the Facilities.

6 Existing Lenders and Early Bird Lenders

6.1 It is acknowledged and agreed that, notwithstanding anything to the contrary in any Debt Document, the Company shall be entitled to (in its sole discretion, and without any obligation) engage with, introduce and/or appoint:

- (A) any person or institution which is an existing lender, private placement holder, noteholder, or provider of credit, debt or finance or other financial accommodation to the Target Group (each an "**Existing Lender**"); and/or
- (B) one or more banks, funds, lenders, financial institutions or other persons or entities ("**Early Bird Lenders**"),

in each case in relation to (and/or to provide or replace) all or part of the Facilities and/or award and allocate roles, titles, commitments, participations and economics in respect thereof (or amounts or instruments in lieu thereof), provided that in respect of any such Existing Lender or Early Bird Lender appointed pursuant to this paragraph:

- (i) in the case of an Existing Lender, unless otherwise agreed by the Majority Arrangers, such Existing Lender should be introduced and/or appointed on or prior to the date falling 25 Business Days after the Countersignature Date;
- (ii) in the case of an Early Bird Lender, unless otherwise agreed by the Majority Arrangers:
 - (a) such Early Bird Lender should be introduced and/or appointed on or prior to the date falling 15 Business Days after the Countersignature Date;
 - (b) without commitment and without prejudice to the rights of the Company under and in connection with this clause and the other provisions of the Debt Documents, the Company will endeavour, to the extent it can without jeopardising the syndication and the rights of the Company under this paragraph 6, to allocate commitments to Existing Lenders and Early Bird Lenders in a manner which, to the extent it is able to do so and taking into account any Existing Lenders holding term debt that may or may not be rolled-over, refinanced or replaced, provides for a balanced position or allocation of commitments across the Revolving Facility and the Term Facility as between the Early Bird Lenders and the Credit Parties; and
 - (c) the Company may not appoint more than 3 Early Bird Lenders as lenders in respect of the Facilities pursuant to this paragraph (provided that for this purpose a person or institution, together with its affiliates, related funds, delegates and connected persons, shall be treated as a single Early Bird Lender),

provided that, for the avoidance of doubt, any Existing Lender shall not count towards or be included in such cap or timeframe applicable to Early Bird Lenders;

- (iii) the Company shall promptly notify the Arrangers following the execution by it of a commitment letter with any such Existing Lender or Early Bird Lender pursuant to this paragraph and shall procure that such Early Bird Lender agrees to a customary front running provision substantially consistent with that agreed between the Company and the Arrangers;
- (iv) the Existing Lender or Early Bird Lender (as applicable) may be given (at the election of the Company) the title of 'Arranger' and/or 'Lender' and/or any other role or title, but may not be awarded a bookrunner title or a superior title in respect of the relevant Facility than that awarded by the Company to other Credit Parties party to this letter and participating in such Facility unless such title is also offered to such other Credit Parties party to this letter; and
- (v) the Company may award and pay to such Existing Lender or Early Bird Lender (as applicable) such fees, economics and compensation that the Company may agree with such Existing Lender or Early Bird Lender (as applicable) (including in respect of the nature, level and/or timing for payment of any such amount).

6.2 An Existing Lender or Early Bird Lender may be allocated a commitment or participation in such Facilities (or amounts or instruments in lieu thereof) and in such amounts and proportions as may be selected by the Company and agreed by such Existing Lender or Early Bird Lender (such commitments and participations of the Existing Lenders or Early Bird Lenders being the "**Existing Lender/Early Bird Commitments**"). The Company shall be entitled to direct that the Credit Parties transfer or allocate commitments or participations to such Existing Lenders and Early Bird Lenders (and the Credit Parties shall do so promptly upon being so requested). In addition, the Company shall be entitled to make such amendments to the Debt Documents as may be necessary or desirable to facilitate the Existing Lender/Early Bird Commitments (including in the case of an Existing Lender or Early Bird Lender, without limitation, so as to introduce a fixed rate or different tranche or instrument, different quantum, different pricing (provided that such pricing is equal to or less than the pricing applicable to the Term Facility under the Senior Facilities Agreement or, if greater, would not exceed the Coupon Cap), and other specific terms reasonably required by or in relation to such Existing Lender or Early Bird Lender and agreed by the Company) and any agreed terms in respect thereof (provided that, for the avoidance of doubt, such Existing Lender or Early Bird Lender should not benefit from a guarantee granted by a member of the Group in respect of its Existing Lender/Early Bird Commitments unless such member of the Group also grants (or will grant) a guarantee in respect of the Facilities under the Senior Facilities Agreement in accordance with the terms thereof), and the Credit Parties shall (and shall authorise the Agent to) enter in any such amendments or amendment documentation as may be reasonably required by the Company to give effect to such amendments and arrangements as contemplated by this paragraph. Any reduction in the aggregate Commitments of the Underwriters (or their Affiliates) required to accommodate the participation of an Existing Lender or Early Bird Lender pursuant to this paragraph shall be made pro rata to the Underwriters' (or their Affiliates') respective Commitments in the relevant Facility unless otherwise agreed.

For the purposes of the forgoing, "**Coupon Cap**" means a percentage rate per annum equal to the aggregate of:

(A) the sum (in bps) of the Margin (determined by reference to actual/anticipated Leverage as at the Closing Date) for the Term Facility under the Senior Facilities Agreement over a period of 5 years commencing on the Closing Date, divided by 5; plus

(B) the applicable reference rate or (in the case of a fixed rate tranche or instrument) relevant midswap rate corresponding to the tenor to final maturity of the relevant tranche or instrument (as determined by the Company, acting reasonably); plus

(C) (i) if the final maturity of the relevant tranche or instrument is at least 2 years outside the original stated maturity for the Term Facility under the Senior Facilities Agreement, an additional 25bps or (ii) if (i) does not apply but the final maturity of the relevant tranche or instrument is at least 1 year outside the original stated maturity for the Term Facility under the Senior Facilities Agreement, an additional 5bps.

For the avoidance of doubt the impact of any interest rate floor or similar shall not be taken into account when calculating the Coupon Cap or compliance therewith.

6.3 Notwithstanding anything to the contrary, no amount of Arrangement Fee shall be payable on (or be calculated by reference to) Existing Lender/Early Bird Commitments (or commitments, participations or amounts replaced by Existing Lender/Early Bird Commitments) except as follows:

- (i) 50% of the difference (if positive, and if any) between (i) the amount that would have been payable to the Underwriters by way of Arrangement Fees pursuant to paragraph 5.1 above in respect of the Existing Lender/Early Bird Commitments (but which is not paid by reason of this paragraph) and (ii) the aggregate amount of fees, discounts and compensation (howsoever described) agreed by the Company to be paid or payable to or in respect of the Existing Lender/Early Bird Commitments, shall be for the account of the Underwriters; and
- (ii) any remaining amount or saving shall be for the account for the Company,

and provided that if any Credit Party receives any fees or compensation referable to (or calculated by reference to) Existing Lender/Early Bird Commitments (or commitments, participation or amounts replaced by Existing Lender/Early Bird Commitments) other than in accordance with the forgoing it shall pass-on or rebate such amount to the Company.

Any amount payable to the Underwriters pursuant to sub-paragraph (i) above shall be confirmed by the Company and notified to the Underwriters accordingly.

6.4 Notwithstanding any term of this letter (or any other Commitment Document) to the contrary, no Fees shall be payable (other than as contemplated by paragraph 6.3 above), and no Flex Rights may be exercised or calculated so as to include, with respect to (or otherwise in connection with) any Existing Lender/Early Bird Commitments and/or any commitments of any Credit Party that are replaced with Existing Lender/Early Bird Commitments.

7 Costs and expenses

7.1 The Company undertakes to pay, or procure there is paid, to the Arrangers promptly on demand following the Syndication Date all reasonable pre-agreed third party syndication costs and expenses reasonably incurred by them in connection with the Syndication of the Facilities in accordance with the Agreed Syndication Strategy, in each case which have been approved by the Company in advance including caps to be agreed in writing by the Company in advance, and which shall not in any event exceed a maximum aggregate amount of EUR15,000, whether or not the Closing Date occurs.

- 7.2 The Company shall pay, or procure there is paid, the amount of all reasonable pre-agreed third-party legal fees reasonably incurred by the Arrangers in connection with the Senior Facilities Agreement, in each case subject to the appointment of such legal counsel being approved by the Company in advance and subject to caps to be agreed in writing by the Company in advance.
- 7.3 Notwithstanding anything in the Debt Documents to the contrary:
- (i) no fees, discounts, costs, commissions, compensation, taxes or expenses or similar (other than reasonable pre-agreed third party syndication costs and expenses under paragraph 7.1 above as agreed pursuant to such paragraph and reasonable third party legal costs under paragraph 7.2 above up to the capped amount agreed by the Company prior to the date of this letter) shall be payable under or in connection with the Senior Facilities Agreement or this letter unless and until Completion and the Closing Date have occurred;
 - (ii) no fees, flex costs or expenses shall be payable to or for (or be calculated by reference to the commitments or participations of) any Defaulting Lender, Defaulting Transferee or Defaulting Credit Party or any person who does not or indicates that they will not comply with their obligations under the Debt Documents or fund on the applicable utilisation date when required to do so or whose commitments are terminated (or, in each case, any of their Affiliates or Related Funds); and
 - (iii) fees and flex shall be calculated excluding any amount of the Facilities in excess of the aggregate principal amount of such Facility committed by the Underwriters pursuant to the Commitment Letter as at the date hereof.

8 Payments

- 8.1 All payments under this letter shall be made in immediately available freely transferable funds to such account with such bank(s) as the Arrangers (or, as the case may be, the Agent) shall notify to the Company.
- 8.2 All payments under this letter shall be made without any set-off or deduction or withholding for or on account of tax (a "**Tax Deduction**"), unless a Tax Deduction is required by law. If a Tax Deduction is required by law, 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.
- 8.3 All fees and other amounts payable under this letter are exclusive of any value added tax or similar charge ("**VAT**"). If VAT is chargeable and the Credit Parties are required to account to the relevant tax authority for such VAT, the Company shall also and at the same time pay to the recipient of the relevant payment an amount equal to the amount of the VAT (and the relevant recipient shall promptly provide an appropriate VAT invoice in respect of such amount).
- 8.4 The Fees paid pursuant to this letter shall not be refundable save as set out in this letter or as otherwise agreed between the Company and the relevant recipient.

9 No Front Running

- 9.1 Each of the Credit Parties party to this letter acknowledges and agrees that until the Syndication Date:
- (i) we will not, and we will procure that none of our Affiliates will, engage in any Front Running;

- (ii) if we or any other member of our Affiliates engage in any Front Running, the other Credit Parties may suffer loss or damage;
- (iii) if we or any of our Affiliates engage in any Front Running, the other Credit Parties retain the right not to allocate to it a participation under the Facilities; and
- (iv) neither we nor any of our Affiliates has engaged in any Front Running.

9.2 For the purposes of this paragraph 9:

"Facility Interest" means a legal, beneficial or economic interest acquired or to be acquired expressly and specifically in or in relation to a Facility, whether as initial lender or by way of assignment, transfer, novation, sub-participation (whether disclosed, undisclosed, risk or funded) or any other similar method.

"Front Running" means a Credit Party (or its Affiliate) undertaking any of the following activities (in each case, prior to the Syndication Date), which is intended to, or is reasonably likely to, encourage any person to take or discourage any person from taking a Facility Interest except as a lender of record in Syndication:

- (i) communication with any person or the disclosure of any information to any person in relation to a Facility Interest;
- (ii) making a price (whether firm or indicative) with a view to buying or selling a Facility Interest; or
- (iii) entering into (or agreeing to enter into) prior to the Syndication Date any agreement, option or other arrangement, whether legally binding or not, giving rise to the assumption of any risk or participation in any exposure in relation to a Facility Interest,

excluding where any of the foregoing is:

- (a) made to or entered into by a Credit Party with an Affiliate of that Credit Party; or
- (b) an act of an Affiliate of a Credit Party who is operating on the public side of an information barrier (unless such person is acting on the instructions of a person who has received Confidential Information and is aware of the proposed Facilities); or
- (c) contemplated by the terms of this letter or the Commitment Letter and approved by the Company.

10 Assignment

No party to this letter shall assign any of its rights or transfer any of its rights or obligations under this letter other than in accordance with the Commitment Letter.

11 Amendments

Subject to the terms of the Commitment Letter, no waiver or amendment of any provision of this letter shall be effective unless it is in writing and signed by the Company and each Arranger, Bookrunner and Underwriter party to this letter.

12 Third Party Rights

12.1 A person who is not party to this letter has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this letter.

12.2 Notwithstanding any term of this letter, the consent of any person who is not a party to this letter is not required to rescind or vary this letter at any time.

13 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.

14 Patrial Invalidity

If, at any time, any provision of this letter 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.

15 Governing Law and Jurisdiction

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

15.2 The parties submit to the exclusive jurisdiction of the English courts.

For and on behalf of

BNP Paribas Fortis S.A./N.V.

as Arranger

[Redacted Signature]

[Redacted Signature]

BNP Paribas Fortis S.A./N.V.

BNP Paribas Fortis S.A./N.V.

Name: [Redacted]

Name: [Redacted]

Title: [Redacted]

Title: [Redacted]

Address: Torre Ocidente, rue Galileu Galilei 2 – piso 13
Lisbon - Portugal

Email: sf.bo.servicing.cb@bnpparibasfortis.com

Attention: LOAN Servicing Lisbon HUB
[Redacted]

For and on behalf of

BNP Paribas Fortis S.A./N.V.

as Underwriter

[Redacted]

[Redacted]

BNP Paribas Fortis S.A./N.V.

BNP Paribas Fortis S.A./N.V.

Name:

[Redacted]

Name:

[Redacted]

Title:

[Redacted]

Title:

[Redacted]

Address: Torre Ocidente, rue Galileu Galilei 2 – piso 13
Lisbon - Portugal

Email: sf.bo.servicing.cb@bnpparibasfortis.com

Attention: LOAN Servicing Lisbon HUB

[Redacted]

For and on behalf of

BNP Paribas Fortis S.A./N.V.

as Bookrunner

[Redacted]

[Redacted]

BNP Paribas Fortis S.A./N.V.

BNP Paribas Fortis S.A./N.V.

Name: [Redacted]

Name: [Redacted]

Title: [Redacted]

Title: [Redacted]

Address: Torre Ocidente, rue Galileu Galilei 2 – piso 13
Lisbon - Portugal

Email: sf.bo.servicing.cb@bnpparibasfortis.com

Attention: LOAN Servicing Lisbon HUB
[Redacted]

For and on behalf of

CIBC Capital Markets (Europe) S.A.

as Arranger

[Redacted Signature]

CIBC Capital Markets (Europe) S.A.

Name [Redacted]

Title: [Redacted]

Address: K2 Dolce, Building D1, 2C, Rue Albert Borschette, L-1246 Luxembourg

Attention: **Attention for business / credit matters:**

[Redacted]
[Redacted]
[Redacted]
[Redacted]

Attention for administrative matters:

[Redacted]
[Redacted]

mailbox.europecreditadmin@cibc.com

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Attention operations matters:

[Redacted]

Mailbox.UKLoanOperations@cibc.com

For and on behalf of

CIBC Capital Markets (Europe) S.A.

as Underwriter



CIBC Capital Markets (Europe) S.A.

Name: [Redacted]

Title: [Redacted]

Address: K2 Dolce, Building D1, 2C, Rue Albert Borschette, L-1246 Luxembourg

Attention: **Attention for business / credit matters:**

[Redacted]
[Redacted]
[Redacted]
[Redacted]

Attention for administrative matters:

[Redacted]
[Redacted]

mailbox.europecreditadmin@cibc.com

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Attention operations matters:

[Redacted]

Mailbox.UKLoanOperations@cibc.com

For and on behalf of

CIBC Capital Markets (Europe) S.A.

as Bookrunner

[Redacted Signature]

CIBC Capital Markets (Europe) S.A.

Name: [Redacted]

Title: [Redacted]

Address: K2 Dolce, Building D1, 2C, Rue Albert Borschette, L-1246 Luxembourg

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mailbox.europecreditadmin@cibc.com

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Attention operations matters:

[Redacted]

Mailbox.UKLoanOperations@cibc.com

For and on behalf of

COÖPERATIEVE RABOBANK U.A

as Arranger

[Redacted]

[Redacted]

Name: [Redacted]

Name: [Redacted]

Title: [Redacted]

Title: [Redacted]

Address: Croeselaan 18, 3521 CB, UTRECHT/NL

Email: [Redacted]

Attention: [Redacted]

For and on behalf of

COÖPERATIEVE RABOBANK U.A

as Underwriter

[Redacted Signature]

Name: [Redacted]

Title: [Redacted]

[Redacted Signature]

Name: [Redacted]

Title: [Redacted]

Address: Croeselaan 18, 3521 CB, UTRECHT/NL

Email: [Redacted]

Attention: [Redacted]

For and on behalf of

COÖPERATIEVE RABOBANK U.A

as Bookrunner

[Redacted Signature]

Name:

[Redacted Name]

Title:

[Redacted Title]

[Redacted Signature]

Name:

[Redacted Name]

Title:

[Redacted Title]

Address: Croeselaan 18, 3521 CB, UTRECHT/NL

Email:

[Redacted Email]

Attention:

[Redacted Attention]

For and on behalf of

Crédit Agricole Corporate and Investment Bank

as Arranger

[Redacted Signature]

Name:

[Redacted Name]

Title:

[Redacted Title]

[Redacted Signature]

Name:

[Redacted Name]

Title:

[Redacted Title]

Address: Broadwalk House
5 Appold Street
London
EC2A 2DA

Email:

[Redacted Email]

Attention:

[Redacted Attention]

For and on behalf of

Crédit Agricole Corporate and Investment Bank

as Underwriter

[Redacted Signature]

[Redacted Signature]

Name: [Redacted]

Name: [Redacted]

Title: [Redacted]

Title: [Redacted]

Address: Broadwalk House
5 Appold Street
London
EC2A 2DA

Email: [Redacted]

Attention: [Redacted]

For and on behalf of

Crédit Agricole Corporate and Investment Bank

as Bookrunner

[Redacted Signature]

Name:

[Redacted Name]

Title:

[Redacted Title]

[Redacted Signature]

Name:

[Redacted Name]

Title:

[Redacted Title]

Address: Broadwalk House
5 Appold Street
London
EC2A 2DA

Email:

[Redacted Email]

Attention:

[Redacted Attention]

For and on behalf of

ING Bank N.V.

as Arranger

[Redacted]

[Redacted]

Name: [Redacted]

Name: [Redacted]

Title: [Redacted]

Title: [Redacted]

Address: Bijlmerdreef 24
1102 BW, Amsterdam
PO Box 1800
1000 BV
The Netherlands

Email: [Redacted]

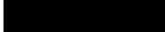
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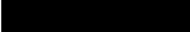
For and on behalf of

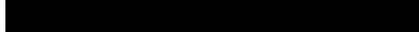
ING Bank N.V.

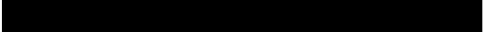
as Underwriter



Name: 

Name: 

Title: 

Title: 

Address: Bijlmerdreef 24
1102 BW, Amsterdam
PO Box 1800
1000 BV
The Netherlands

Email: 

Attention: 

For and on behalf of

ING Bank N.V.

as Bookrunner



.....

.....

Name: [Redacted]

Name: [Redacted]

Title: [Redacted]

Title: [Redacted]

Address: Bijlmerdreef 24
1102 BW, Amsterdam
PO Box 1800
1000 BV
The Netherlands

Email: [Redacted]

Attention: [Redacted]

ARRANGER

Signed for and on behalf of)
MUFG Bank (Europe) N.V.)
Represented by authorised signatories)

[Redacted]
Name: [Redacted]
Title: [Redacted]
[Redacted]
Name: [Redacted]
Title: [Redacted]

Attention: **For Trade Closing / Funding & Settlement Matters:**

[Redacted]
[Redacted]
Ropemaker Place 25 Ropemaker Street
London

[Redacted]
[Redacted]
WTC, Tower I, 5th Floor, Strawinskyaan 1887, 1077 XX Amsterdam

CC: Group Email Addresses
loanparticipations@uk.mufg.jp
EBD.DSS@de.mufg.jp

For Operational / Servicing Matters:

[Redacted]
loanparticipations@uk.mufg.jp
15 West Ferry Circus London E14 4HD

CC: Group Email Addresses
EBD.DSS@de.mufg.jp

For Credit Matters:

[Redacted]
[Redacted]
Ropemaker Place 25 Ropemaker Street
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DSS Covenants / AMS Covenants
EBD.DSS@de.mufg.jp
pf.covenants@uk.mufg.jp
AMS-COVENANTS-CMD-AMS@nl.mufg.jp
pf.covenants@uk.mufg.jp
WTC, Tower I, 5th Floor, Strawinskyaan 1887, 1077 XX Amsterdam

For Standard Settlement Instruction Call-Back:

[Redacted]
[Redacted]
OperationsControl_ControlDataManagement@uk.mufg.jp
Ropemaker Place 25 Ropemaker Street
London

UNDERWRITER

Signed for and on behalf of)
MUFG Bank (Europe) N.V.)
Represented by authorised signatories)

[Redacted]
Name: [Redacted]
Title: [Redacted]
[Redacted]
Name: [Redacted]
Title: [Redacted]

Attention: **For Trade Closing / Funding & Settlement Matters:**

[Redacted]
[Redacted]
Ropemaker Place 25 Ropemaker Street
London

[Redacted]
[Redacted]
WTC, Tower I, 5th Floor, Strawinskylaan 1887, 1077 XX Amsterdam

CC: Group Email Addresses
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For Operational / Servicing Matters:

[Redacted]
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15 West Ferry Circus London E14 4HD

CC: Group Email Addresses
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For Credit Matters:

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Ropemaker Place 25 Ropemaker Street
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DSS Covenants / AMS Covenants
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AMS-COVENANTS-CMD-AMS@nl.mufg.jp
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For Standard Settlement Instruction Call-Back:

[Redacted]
[Redacted]
OperationsControl_ControlDataManagement@uk.mufg.jp
Ropemaker Place 25 Ropemaker Street
London

BOOKRUNNER

Signed for and on behalf of)
MUFG Bank (Europe) N.V.)
Represented by authorised signatories)

[Redacted]
Name: [Redacted]
Title: [Redacted]
[Redacted]
Name: [Redacted]
Title: [Redacted]

Attention: **For Trade Closing / Funding & Settlement Matters:**

[Redacted]
[Redacted]
Ropemaker Place 25 Ropemaker Street
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[Redacted]
[Redacted]
WTC, Tower I, 5th Floor, Strawinskyiaan 1887, 1077 XX Amsterdam

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CC: Group Email Addresses
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For Credit Matters:

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pf.covenants@uk.mufg.jp
AMS-COVENANTS-CMD-AMS@nl.mufg.jp
pf.covenants@uk.mufg.jp
WTC, Tower I, 5th Floor, Strawinskyiaan 1887, 1077 XX Amsterdam

For Standard Settlement Instruction Call-Back:

[Redacted]
[Redacted]

OperationsControl_ControlDataManagement@uk.mufg.jp
Ropemaker Place 25 Ropemaker Street
London

We acknowledge and agree to the above:

Earth Bidco B.V.



By:



By:



Title:



Title:



Date: 27 February 2025

Date: 27 February 2025