

PRIVATE & CONFIDENTIAL

To:

Harp Finco Limited (the "Company" or "you")



Attention: The Directors

Dated: 22 September 2024

To whom it may concern,

Project Harp – Revolving Facility Fee Letter

1 Introduction

1.1 This letter sets forth certain fees payable in connection with the Revolving Facility contemplated to be provided pursuant to the commitment letter dated on or about 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 Senior Facilities Agreement shall have the same meaning when used in this letter unless otherwise specified.

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

1.4 Any reference in this letter to:

(a) the "*Original Lenders*" shall include reference to any Additional Commitment Party appointed in accordance with the terms of the Commitment Letter as an original lender of the Revolving Facility; and

(b) the "*Commitment Party*" shall include reference to any Additional Commitment Party appointed in accordance with the terms of the Commitment Letter as a Commitment Party,

unless, in each case, the context otherwise requires.

2 Take and Hold Fee for the Revolving Facility

2.1 The Company will, subject to the other provisions of this letter and the provisions of the other Commitment Documents, pay, or will cause to be paid, to the Agent (for the account of the Original Lenders participating in the Revolving Facility on the Closing Date) on the Closing Date, an aggregate take and hold fee (the "Revolving Facility Take and Hold Fee") in an amount equal to three (3.00) per cent. of the aggregate principal amount of the total Commitments under the Revolving Facility as at the Closing Date.

2.2 The Revolving Facility Take and Hold Fee shall be split between the Original Lenders participating in the Revolving Facility pro rata to their respective Commitments under the Revolving Facility on the Closing Date.

- 2.3 No Revolving Facility Take and Hold Fee will be payable unless the Closing Date has occurred.
- 2.4 If the Interim Closing Date has occurred and any Interim Revolving Facility Take and Hold Fee has been paid in accordance with paragraph 3 (Take and Hold Fee for the Interim Revolving Facility) below, the Revolving Facility Take and Hold Fee shall be reduced on a pound for pound basis by an amount equal to the Interim Revolving Facility Take and Hold Fee so paid.

3 Take and Hold Fee for the Interim Revolving Facility

- 3.1 The Company will, subject to the other provisions of this letter and the provisions of the other Commitment Documents, 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 on the Interim Closing Date) on the Interim Closing Date an aggregate take and hold fee (the "**Interim Revolving Facility Take and Hold Fee**") in an amount equal to three (3) per cent. of the aggregate principal amount of the total Commitments under the Interim Revolving Facility as at the Interim Closing Date.
- 3.2 The Interim Revolving Facility Take and Hold Fee 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.
- 3.3 No Interim Revolving Facility Take and Hold Fee will be payable unless the Interim Closing Date has occurred.

4 Miscellaneous

- 4.1 All fees and closing payments once paid are non-refundable and non-creditable against other fees or closing payments payable in connection with the Revolving Facility or Interim Revolving Facility (as applicable) other than as provided in this letter.
- 4.2 The Company may (in its sole and absolute discretion):
- (a) pay any fees payable under this letter in any currency in which a commitment under the Revolving Facility or Interim Revolving Facility (as applicable) is, or may be, denominated at the time it is payable;
 - (b) require that any fee payable on the Closing Date under this letter shall be paid by way of a deduction from the proceeds of any Loan utilised on the Closing Date either:
 - (i) by way of a reduction in the amounts paid by each applicable Lender to the Agent in respect of its participation in such Loan; or
 - (ii) by way of a reduction in the proceeds of such Loan paid by the Agent to the applicable Borrower under the Senior Facilities Agreement; and/or
 - (c) require that any fee payable on the Interim Closing Date (as defined in the Interim Facilities Agreement) under this letter shall be paid by way of a deduction from the proceeds of any Interim Loan utilised on the Interim Closing Date (as defined in the Interim Facilities Agreement) either:
 - (i) by way of a reduction in the amounts paid by each applicable Interim Lender to the Interim Facility Agent in respect of its participation in such Interim Loan; or
 - (ii) by way of a reduction in the proceeds of such Interim Loan paid by the Interim Facility Agent to the applicable Borrower under the Interim Facilities Agreement.

- 4.3 Notwithstanding anything to the contrary in this letter, the Original Lenders shall be permitted to allocate any fees payable to them under this letter as they deem appropriate among themselves and shall be permitted to designate the payment of any such fees to their respective Affiliates, **provided that** if such closing payments are so allocated or designated to an Affiliate (where such Affiliate is not an 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:
- (a) the relevant 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; and
 - (b) the Company shall not be liable for Taxes, costs, fees, expenses, gross-up or increased costs that may result from an Original Lender's decision to allocate all or part of the fees payable to it under this letter to any of its Affiliates. If any such allocation results or is likely to result in an increase of the cost to the Company of the fees payable under this letter, any such increase shall be exclusively borne by the relevant Original Lender and the amount of the fees payable by the Company to the relevant Original Lender's Affiliate shall be decreased accordingly so that the cost to the Company is not higher than it would have been had the fees been paid to the relevant Original Lender.
- 4.4 The terms of this letter shall continue in full force and effect after the Senior Facilities Agreement and/or Interim Facilities Agreement are signed.
- 4.5 The provisions of this letter shall survive the expiration or termination of the Commitment Letter and the funding of the Facilities and/or the Interim Facilities, and this letter supersedes any prior understanding or agreement relating to the closing payments for the Revolving Facilities and the Interim Revolving Facilities, **provided that** if, pursuant to paragraphs 15.3 and 15.4 (*Termination*) of the Commitment Letter, the agreement with any Original Lender is terminated by you, you may also by notice in writing terminate the agreements set out in this letter in respect of any such Original Lender (in all of their and/or their Affiliate's applicable capacities) and, in such circumstances, no such Original Lender (or any of their Affiliates) shall be entitled to any payment or closing payment under this letter.

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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Yours faithfully



for and on behalf of
HSBC BANK PLC
as Original Lender

Name: 

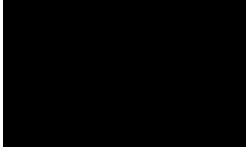
Title: 



for and on behalf of
BARCLAYS BANK PLC
as Original Lender

Name: 

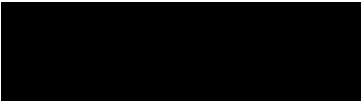
Title: Authorised Signatory



for and on behalf of _____
MUFG BANK, LTD., LONDON BRANCH
as Original Lender

Name: 

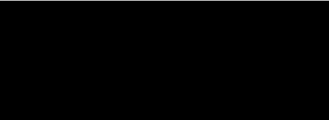
Title:



LLOYDS BANK CORPORATE MARKETS PLC
as Original Lender

Name: 

Title: Director


for and on behalf of
MIZUHO BANK, LTD.
as Original Lender

Name: 

Title: Managing Director

We acknowledge and agree to the above.



for and on behalf of
HARP FINCO LIMITED
as the Company

Date: 22 September 2024