

**AGENT AND SECURITY AGENT FEE LETTER**

To: Sunray Investments Luxembourg S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 20, avenue Monterey, L-2163 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg trade and companies register under the number B258434 (the *Company*)

Attention: The Directors

Copy: CVC Advisers Limited

Attention: 

Date: 18 November 2021

Dear Sir / Madam

**Senior facilities agreement dated 18 November 2021 between, among others, Sunray Investments Luxembourg S.à r.l. as Company, Sunray Gamma S.à r.l. as Parent, the financial institutions listed therein as Original Lenders and ING Bank N.V., London Branch as Agent and as Security Agent (the *Facilities Agreement*)**

- 1 We refer to the Facilities Agreement and are writing to you in our capacity as Agent and as Security Agent. Terms defined in the Facilities Agreement shall, unless otherwise defined herein, have the same meanings when used herein.
- 2 This is the Fee Letter referred to in Clause 17.3 (*Agent, Security Agent and Issuing Bank fees*) of the Facilities Agreement.
- 3 In respect of our role as Agent and Security Agent you shall pay to us (or procure the payment) of an administration fee as follows:
  - (a) EUR 40,000 per annum in respect of our role as Agent (the *Agency Fee*); and
  - (b) EUR 20,000 per annum in respect of our role as Security Agent (the *Security Agency Fee*),each payable quarterly in advance in equal instalments of EUR 10,000 in respect of the Agency Fee and EUR 5,000 in respect of the Security Agency Fee.
- 4 You shall pay the first quarterly instalment of the Agency Fee and the Security Agency Fee on the Initial Utilisation Date and thereafter at the end of each three Month period falling after the Initial Utilisation Date (but only for as long as any Commitment is in force or any amounts are outstanding under the Facilities Agreement).
- 5 Upon (i) the occurrence of the discharge of all liabilities in full and cancellation of all Commitments under the Facilities Agreement; or (ii) our resignation and/or

replacement as Agent and/or Security Agent, we shall promptly reimburse you for the amount of any Agency Fee and/or Security Agency Fee paid to us in our capacity as Agent and/or Security Agent (as applicable) for the period from the date on which the discharge and cancellation, resignation or replacement occurred to the date on which the next instalment of the Agency Fee and/or the Security Agency Fee would have otherwise been payable (and no further instalments shall be payable).

- 6 All payments made by you hereunder shall be made in EUR, free and clear of and without any deduction for or on account of present or future taxes, duties, withholdings, levies, imposts or deductions of whatsoever nature. If you are compelled to make payments subject to the deduction or withholding of any tax, you shall pay additional amounts to us to ensure receipt by us of a new sum equal to the sum we would have received had no such deduction or withholding been made or required to be made. All fees referred to in this letter are exclusive of VAT, which you will pay at the then prevailing rate. All payments to us under this letter shall be made for value on the due date in freely transferable and readily available funds and without set-off or counterclaim.
- 7 Subject to paragraph 5 above, all amounts payable under this letter are non-refundable and non-creditable against any other fees and shall (unless otherwise agreed) be paid in immediately available funds to the following account or such other account as we may advise you from time to time by not less than five Business Days' notice:

Bank: ING Bank N.V. Amsterdam

IBAN: [REDACTED]

Swift: [REDACTED]

Reference: [REDACTED]

- 8 You will not, without our prior written consent, disclose the contents of this letter to any person except:
- (a) as required by law or to comply with the rules of any regulatory body to which you or any of your Affiliates are subject;
  - (b) to your Affiliates or to your or your Affiliates' respective employees and professional advisors who in each case have a need to know this information and who are made aware of, and either agree to be bound by or are otherwise subject to duties of confidentiality sufficient to ensure compliance with, the obligations under this paragraph prior to such information being disclosed to them; and
  - (c) the Investors or any actual or potential investor in the Parent (or any of its direct or indirect Holding Companies) and the management team.

9 You may not assign or transfer any of your rights or be relieved of any of your obligations under this letter without our prior written consent.

10 Save as expressly provided otherwise in this letter, a person who is not a party to this letter may not rely on it and the terms of the Contracts (Rights of Third Parties) Act 1999 are excluded. The parties hereto may amend this letter in writing without the consent of any third party.

- 11 This letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement.
- 12 This letter is a Finance Document.
- 13 This letter and any non-contractual obligations arising out of or in connection with it are governed by English law and the parties submit to the exclusive jurisdiction of the English courts (including in relation to a dispute relating to any non-contractual obligation arising out of or in connection with this letter).

Please confirm your agreement to the terms of this letter by signing and returning to us the enclosed copy of this letter.

Yours faithfully

For and on behalf of  
**ING Bank N.V., London Branch**  
as Agent

...

Name: [Redacted]

Title: [Redacted]

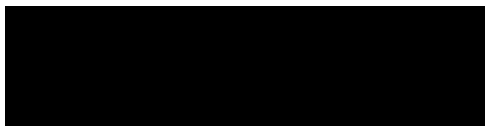
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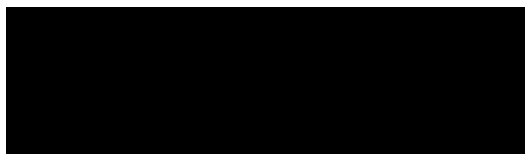
Title: [Redacted]

For and on behalf of  
**ING Bank N.V., London Branch**  
as Security Agent

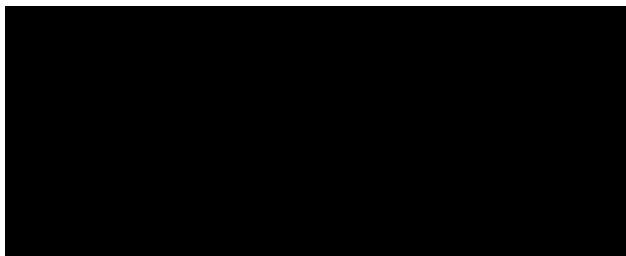


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Name:



Title:



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Name:

Title:

We accept and agree the provisions set out above

For and on behalf of

**Sunray Investments Luxembourg S.à r.l.**

as Company

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Name:

Title: Authorised signatory