55 Ludgate Hill
Level 1, West,
London EC4M 7JW

+44 (0) 20 3597 2940
emea@glas.agency

To: The ~~Borrower~~ Issuer (as defined in the Facility Agreement (as defined below)) (**you**)

From: Global Loan Agency Services Limited as Agent (as defined in the Facility Agreement)

and

GLAS Trust Corporation Limited as Security Agent (as defined in the Facility Agreement) (**we**, **us** or **our** as the case may be)

Date: 27 June 2022

Dear Sirs

Agent and Security Agent Fee Letter

1. We refer to the secured subordinated notes facility agreement dated on or around the date of this letter between, among others, the ~~Borrower,~~ *Issuer the Agent and the Security Agent (the **Facility Agreement**). Unless otherwise defined in this letter, terms defined in the Facility Agreement shall have the same meaning when used in this letter.

2. This letter is a Fee Letter as referred to in Clause 15.3 (*Agency fee*) and in Clause 15.4 (*Security Agent fee*) of the Facility Agreement. This letter is a Finance Document.

Agency fee

3. An agency fee of £12,500 per annum (the **Agent Fee**) is payable by you to us for our own account as Agent. Subject to paragraph 6 below, the Agent Fee is payable on the Notes Subscription Date and on each anniversary thereof for so long as any amount is outstanding under the Facility Agreement.

Security agency fee

4. A security agency fee of £5,000 per annum (the **Security Agent Fee**) is payable by you to us for our own account as Security Agent. Subject to paragraph 6 below, the Security Agent Fee is payable on the Notes Subscription Date and on each anniversary thereof for so long as any amount is outstanding under the Facility Agreement.

5. Payment of the Agent Fee and the Security Agent Fee (together, the **Fees**) should be made in immediately available, freely transferrable, cleared funds to our account at:

Bank Name: [redacted]

Global Loan Agency Services Limited is a limited company incorporated in England and Wales with registered number 08318601 whose registered office is 55 Ludgate Hill, Level 1, West, London EC4M 7JU, United Kingdom.

Branch: [redacted]
Account Name:
Account Number:
Sort Code:
Swift:
IBAN:

6. If the Notes Subscription Date or any anniversary thereof is not a Business Day, the Fees shall be paid on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

7. The Fees payable under this letter shall be paid together with any applicable VAT or any other tax and free and clear of any withholding or deduction. If any withholding or deduction is required by law, you will pay us such additional amount as will result in us receiving, following any withholding or deduction required by law, an amount equal to the amount which we would have received if no such withholding or other deduction was required by law.

8. No amount in respect of the Fees shall be refunded or repayable in any circumstance nor shall the Fees be subject to reduction by way of set-off or counterclaim or otherwise be affected by any claim or dispute relating to any other matter.

9. The Fees payable under this letter are payable in addition to any costs, fees or expenses incurred by us as Agent or Security Agent for which provision is made in the Finance Documents including, without limitation, the cost of utilising the Agent's or the Security Agent's management time or other resources in accordance with Clause 17.16 (*Security Agent's management time and additional remuneration*) of the Subordination Agreement (**Management Time Costs**). To the extent that Management Time Costs are incurred, then, unless otherwise agreed between us, the payable rate for each hour of Management Time Cost incurred shall not exceed £350.

10. Subject to paragraph 9 above, all invoices for Management Time Costs shall be payable by you within five Business Days of the issuance of any such invoice.

11. If any incidental costs are incurred by us during the course of the transaction, such as bank payment charges, couriers, Notaries, debt domain or other charges these will be recharged to you at cost.

12. This letter and any non-contractual obligations arising from it shall be governed by English law.

13. This letter may be executed in any number of counterparts, each of which when taken together shall constitute one instrument.

14. Please confirm your understanding and acceptance of the terms of this letter by signing and returning a copy of it.

Yours faithfully

…….

Global Loan Agency Services Limited is a limited company incorporated in England and Wales with registered number 08318601 whose registered office is 55 Ludgate Hill, Level 1, West, London EC4M 7JU, United Kingdom.

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[redacted]

for and on behalf of **obal Loan Agency Services Limited as Agent**

…[redacted]

for and on behalf of **GLAS Trust Corporation Limited as Security Agent**

Global Loan Agency Services Limited is a limited company incorporated in England and Wales with registered number 08318601 whose registered office is 55 Ludgate Hill, Level 1, West, London EC4M 7JU, United Kingdom.

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We hereby acknowledge and accept the above terms.

… [redacted]

for and on behalf of ~~**MidCo 1**~~ **Amalfi Midco Limited**

Date: 27 June 2022

The GLAS group of companies may wish to use transaction details, company names and logos for certain marketing purposes, provided the transaction is not subject to a non-disclosure agreement.

If you would like to withhold such consent, please tick this box.

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