

EXECUTION VERSION

PROJECT BRIGHTON – SECURITY AGENT FEE LETTER

To: Brighton Topco S.à r.l. (the “**Borrower**”)

Dated: 20July 2021

Dear Sirs,

1. We refer to the senior facility agreement (as amended, supplemented, varied, modified, replaced, restated and/or novated from time to time, the “**Senior Facility Agreement**”) dated on or about the date of this letter between, amongst others, the Borrower and CBRE Loan Services Limited as the security agent (the “**Security Agent**”).
2. This is the Security Agent Fee Letter referred to in clause 13.3 (*Security Agent Fee*) of the Senior Facility Agreement.
3. Capitalised terms defined in the Senior Facility Agreement have the same meaning when used in this letter unless otherwise defined herein.

Security Agent Fee

4. The Borrower shall pay to us (or procure is paid to us), as Security Agent (for our own account), an amount equal to £5,000 per annum on each payment date specified in paragraph 5 below (the “**Security Agent Fee**”) during the period from and including the First Utilisation Date to and including the date on which the Secured Liabilities are repaid and discharged in full (the “**Discharge Date**”).
5. The Security Agent Fee shall be payable in advance:
 - (a) on the First Utilisation Date, in an amount equal to the pro rata amount of the Security Agent Fee due for the period from and including the First Utilisation Date to and excluding the date falling six months after the First Utilisation Date;
 - (b) on the first Interest Payment Date, in an amount equal to one quarter of the Security Agent Fee minus the Initial Overpayment Amount (as defined below);
 - (c) in equal instalments on each Interest Payment Date (other than the first Interest Payment Date and the last Interest Payment Date immediately prior to the Discharge Date) in an amount equal to one quarter of the Security Agent Fee; and
 - (d) on the Interest Payment Date falling immediately prior to the Discharge Date, in an amount equal to the pro rata amount of the Security Agent Fee due for the period from and including such Interest Payment Date to and including the Discharge Date.
6. Notwithstanding paragraph 5(d) above, if the Borrower has paid (or another party has paid on the Borrower’s behalf) an amount equal to the pro rata amount of the Security Agent Fee in respect of the period from (but excluding) the Discharge Date to (and including) the Interest Payment Date that would have occurred immediately after the Discharge Date had the Discharge Date not occurred (the “**Discharge Overpayment Amount**”), the Security Agent shall as soon as reasonably practicable after the Discharge Date refund to the Borrower (or as the Borrower may otherwise direct) the Discharge Overpayment Amount.

7. In this letter, “**Initial Overpayment Amount**” means an amount equal to the pro rata amount of the Security Agent Fee due for the period from and including the first Interest Payment Date to and excluding the date falling six months after the First Utilisation Date.
8. No Security Agent Fee shall be payable if the First Utilisation Date does not occur.

Miscellaneous

9. All payments under this letter will be made in sterling in immediately available funds without set-off or counterclaim.
10. An amount of the Security Agent Fee equal to the amount specified in paragraph 5(a) will be withheld from the proceeds of Utilisation on the First Utilisation Date in full and final payment of such amount.
11. Each subsequent instalment payable in accordance with paragraphs 5(b), (c) and (d) must be paid into the following account:

Bank: ██████████

Sort Code: ████████

A/C No: ████████

Swift (Bic): ██████████

IBAN: ████████████████████

Reference: Project Brighton – CBRE Loan Services Limited

or such other account of the Security Agent as the Security Agent may notify in writing to you from time to time for such purpose (the “**New Account**”) (**provided that** any such notification must be provided to you at least five Business Days prior to the relevant payment date otherwise you shall be entitled to pay the relevant instalment into the account previously notified to you and you shall pay any future instalments into the New Account).

12. Other than as set out in paragraph 6 above, once paid, the Security Agent Fee is non-refundable.
13. Subject to the terms of the Senior Facility Agreement, this letter and our respective rights hereunder may not be assigned by either party without the prior written consent of the other party and may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto.
14. 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.
15. This letter is a Finance Document.
16. The provisions of clause 44 (*Governing Law*) and clause 45.1 (*Jurisdiction*) of the Senior Facility Agreement shall be incorporated into this letter as if set out in full in this letter and as if references to “this Agreement” in such clause are references to this letter.

Yours faithfully



For and on behalf of
CBRE LOAN SERVICES LIMITED as Security Agent



[REDACTED]

We agree to the terms of this letter.

[REDACTED]

For and on behalf of
BRIGHTON TOPCO S.À R.L as the Borrower

Name: [REDACTED]
Title: Authorised signatory