

## Arrangement Fee Letter

From:

**HSBC UK BANK PLC**  
71 Queen Victoria Street  
London EC4V 4AY

(the **Arranger**)

**HSBC Bank USA, National Association**  
95 Washington Street  
Atrium 2SE  
Buffalo, NY 14203

(**Lender**)

To:

**NEXT FIFTEEN COMMUNICATIONS GROUP PLC**  
75 Bermondsey Street  
London SE1 3XF

(the **Company**)

20 May 2022

Dear Sirs,

**Multicurrency revolving facility agreement dated 2 September 2021 between, among others, the Company and the Arrangers, as amended and restated pursuant to an amendment and restatement agreement dated on or about the date of this letter (the Amendment and Restatement Agreement).**

- 1 We refer to the Amendment and Restatement Agreement and to the Restated Facilities Agreement.
- 2 Capitalised terms defined in the Amendment and Restatement Agreement have, unless otherwise defined in this letter, the same meaning in this letter.
- 3 This letter is an Arrangement Fee Letter referred to in clause 5.3 (*Arrangement fee*) of the Amendment and Restatement Agreement and is a Fee Letter and a Finance Document.
- 4 The Company shall pay an arrangement fee of £400,000 (four hundred thousand pounds), being 0.80% of the Term Facility as at the Effective Date to be paid on the dates and in the amounts as set out in paragraph 5 below (the **Term Loan Arrangement Fee**).
- 5 The Term Loan Arrangement Fee is payable by you to the Agent (for the account of the Arranger) as follows:
  - (a) £20,000 (twenty thousand pounds) being payable to HSBC Bank USA, National Association on the date that falls three Business Days after the 20<sup>th</sup> May 2022;
  - (b) £80,000 (eighty thousand pounds) payable to the Arranger on the date that falls three Business Days after 20<sup>th</sup> May 2022;
  - (c) £60,000 (sixty thousand pounds) payable to HSBC Bank USA, National Association on the date that falls three Business Days after the Closing Date; and

- (d) £240,000 (two hundred and forty thousand pounds) payable to the Arranger on the date that falls three Business Days after the Closing Date.
- 6 All fees once paid are non-refundable and non-creditable against other fees payable in connection with the Amendment and Restatement and/or the Restated Facilities Agreement.
- 7 The provisions of Clause 14 (*Tax Gross-Up and Indemnities*) and Clause 38 (*Confidential Information*) of the Restated Facilities Agreement shall be incorporated into this letter as if set out in full in this letter and as if references in those clauses to a "Finance Document" or "this Agreement" are references to this letter.
- 8 The Term Loan Arrangement Fee shall be paid in full, without any set-off, counterclaim, deducting or withholding of any kind. All payments to be made under this letter are exclusive of any value added tax or similar charge. If VAT is chargeable, you shall also and at the same time pay to the recipient of the relevant payment an amount equal to the amount of the VAT.
- 9 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 to this letter may amend this letter in writing without the consent of any third party.
- 10 A copy of this letter may be provided for information only to the financial advisors, the legal counsel of the financial advisor and the Panel.
- 11 This letter may be executed in counterpart.
- 12 This letter is governed by English law.
- 13 Please confirm your agreement to the terms of this letter by signing and returning to us the enclosed duplicate of this letter

Yours faithfully,

Private and confidential

*Arrangement Fee Letter (HSBC UK) Signature Pages*



For and on behalf of  
**HSBC UK BANK PLC**  
as Arranger

Private and confidential

*Arrangement Fee Letter (HSBC UK) Signature Pages*

**ACKNOWLEDGEMENT**

We acknowledge and agree to the above terms.



For and on behalf of

**NEXT FIFTEEN COMMUNICATIONS GROUP PLC**  
as the Company