

PRIVATE & CONFIDENTIAL

To: MI Metron Finance S.à r.l. (the “**Company**” or “**you**”)

Copy: Advent International, L.P.

Attention: [REDACTED] / [REDACTED] / [REDACTED]

23 June 2025

Dear all

Project Metron – Senior Fee Letter

1 INTRODUCTION

1.1 This letter sets forth certain fees payable in connection with the Senior Facilities and the Interim Senior Facilities 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 Sponsor Precedent Facilities Agreement shall have the same meaning when used in this letter unless otherwise specified.

1.3 This is the Senior 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. For the purpose of this letter:

“**Agreed Senior Syndication Strategy**” has the meaning given to such term in the Senior Syndication Strategy Letter;

“**Allocation Date**” means, in respect of each New Senior Syndicate Lender and its Facility B Commitment or participation in Facility B, the date upon which that New Senior Syndicate Lender is finally allocated that Facility B Commitment or participation in Facility B in accordance with the Agreed Senior Syndication Strategy;

“**Facility B Commitment**” means, in respect of a Financing Party or a New Senior Syndicate Lender (as applicable), the amount of its (or its Affiliate’s) commitments in Facility B as at the Closing Date; and

“**New Senior Syndicate Lender**” has the meaning given to such term in the Senior Syndication Strategy Letter.

1.4 Any reference in this letter to:

(a) the Senior Arrangers shall include reference to any Additional Arranger and Underwriter appointed as an arranger of the Senior Facilities in accordance with the terms of the Commitment Letter; and

(b) the Senior Underwriters shall include reference to any Additional Arranger and Underwriter appointed as an underwriter of the Senior Facilities in accordance with the terms of the Commitment Letter,

unless, in each case, the context otherwise requires.

2 UNDERWRITING FEES FOR FACILITY B

- 2.1 The Company will, subject to the provisions of the Commitment Letter, the Senior Syndication Strategy Letter and the other provisions of this letter, pay, or will cause to be paid, to the Senior Agent (for the account of the Senior Arrangers or their designated Affiliates) on the date of each utilisation of Facility B (EUR) or Facility B (USD) (each a “**Facility B Utilisation Date**”):
- (a) an aggregate underwriting fee (the “**Facility B (EUR) Underwriting Fee**”) in an amount equal to one point seven five (1.75) per cent. of the aggregate principal amount of Facility B (EUR) utilised on the relevant Facility B Utilisation Date (without double counting); plus
 - (b) an aggregate underwriting fee (the “**Facility B (USD) Underwriting Fee**” and, together with the Facility B (EUR) Underwriting Fee, the “**Facility B Underwriting Fees**”) in an amount equal to two (2.00) per cent. of the aggregate principal amount of Facility B (USD) utilised on the relevant Facility B Utilisation Date (without double counting).
- 2.2 The Facility B Underwriting Fees shall be split between the Senior Arrangers pro rata to their (or their Affiliates’) respective commitments funded under Facility B (EUR) and/or Facility B (USD) (as applicable) on the relevant Facility B Utilisation Date.
- 2.3 If the Interim Closing Date (as defined below) has occurred and any Interim Facility B Underwriting Fees have been paid in accordance with paragraph 5 (*Underwriting Fee for Interim Facility B*) below, the relevant Facility B Underwriting Fees shall be reduced on a euro for euro or dollar for dollar basis (as applicable) by an amount equal to the relevant Interim Facility B Underwriting Fees so paid.
- 2.4 No Facility B Underwriting Fees shall be payable unless the Closing Date has occurred and no Facility B Underwriting Fees shall be payable on any amount of Facility B (EUR) and/or Facility B (USD) that is not utilised.

3 OID FEE FOR FACILITY B

- 3.1 The Company will, subject to the provisions of the Commitment Letter, the Senior Syndication Strategy Letter and the other provisions of this letter, pay, or will cause to be paid, to the Senior Agent (for the account of the Lenders participating in Facility B) on each Facility B Utilisation Date:
- (a) an original issue discount fee (the “**Facility B (EUR) OID Fees**”) in an amount equal to zero point five (0.50) per cent. of the aggregate principal amount of Facility B (EUR) utilised on the relevant Facility B Utilisation Date (without double counting); and
 - (b) an original issue discount fee (the “**Facility B (USD) OID Fees**” and, together with the Facility B (EUR) OID Fees, the “**Facility B OID Fees**”) in an amount equal to zero point five (0.50) per cent. of the aggregate principal amount of Facility B (USD) utilised on the relevant Facility B Utilisation Date (without double counting).
- 3.2 Subject to paragraph 5 (*Reverse Flex*) of the Senior Syndication Strategy Letter and the other provisions of this letter, the Facility B OID Fees shall be split between the Lenders participating in Facility B pro rata to their respective commitments funded under Facility B (EUR) and/or Facility B (USD) (as applicable) on each relevant Facility B Utilisation Date.
- 3.3 No Facility B OID Fees will be payable unless the Closing Date has occurred and no Facility B OID Fees shall be payable on any amount of Facility B (EUR) and/or Facility B (USD) that is not utilised.

4 TAKE AND HOLD FEE FOR REVOLVING FACILITY

- 4.1 The Company will, subject to the provisions of this letter, pay, or will cause to be paid, to the Senior 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 one point seven five (1.75) per cent. of the aggregate principal amount of the total commitments under the Revolving Facility as at the Closing Date.

- 4.2 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.
- 4.3 If the Interim Closing Date has occurred and any Interim Revolving Facility Take and Hold Fee has been paid in accordance with paragraph 6 (*Take and Hold Fee for the Interim Revolving Facility*) below, the Revolving Facility Take and Hold Fee shall be reduced on a euro for euro basis by an amount equal to the Interim Revolving Facility Take and Hold Fee so paid.
- 4.4 No Revolving Facility Take and Hold Fee will be payable unless the Closing Date has occurred.

5 UNDERWRITING FEE FOR INTERIM TERM FACILITY B

5.1 If the Interim Closing Date occurs, the Company will, subject to the other provisions of the Commitment Letter and this letter, pay, or will cause to be paid, to the Interim Facility Agent (for the account of the Senior Arrangers or their designated Affiliates) on the date of each utilisation of the Interim Term Facility B (EUR) or the Interim Term Facility B (USD) (each an “**Interim Term Facility B Utilisation Date**”):

- (a) an aggregate underwriting fee (the “**Interim Facility B (EUR) Underwriting Fee**”) in an amount equal to one point seven five (1.75) per cent. of the aggregate principal amount of Interim Term Facility B (EUR) utilised on the relevant Interim Term Facility B Utilisation Date (without double counting); plus
- (b) an aggregate underwriting fee (the “**Interim Facility B (USD) Underwriting Fee**” and, together with the Interim Facility B (EUR) Underwriting Fee, the “**Interim Facility B Underwriting Fees**”) in an amount equal to two (2.00) per cent. of the aggregate principal amount of Interim Term Facility B (USD) utilised on the relevant Interim Term Facility B Utilisation Date (without double counting).

5.2 The Interim Facility B Underwriting Fees shall be split between the Senior Arrangers pro rata to their (or their Affiliates’) respective commitments funded under Interim Term Facility B (EUR) and/or Interim Term Facility B (USD) (as applicable) on the relevant Interim Term Facility B Utilisation Date.

5.3 No Interim Facility B Underwriting Fees will be payable unless the Interim Closing Date has occurred and no Interim Facility B Underwriting Fees shall be payable on any amount of Interim Term Facility B (EUR) or Interim Term Facility B (USD) that is not utilised.

5.4 For the purposes of this paragraph 5, “**Interim Closing Date**” has the meaning given to such term in the Agreed Form Interim Facilities Agreement.

6 TAKE AND HOLD FEE FOR THE INTERIM REVOLVING FACILITY

6.1 If the Interim Closing Date has occurred, the Company will, subject to the provisions of this letter, pay, or will cause to be paid, to the Interim Facility Agent (for the account of the Original 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 one point seven five (1.75) per cent. of the aggregate principal amount of the total commitments under the Interim Revolving Facility as at the Interim Closing Date.

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

6.3 No Interim Revolving Facility Take and Hold Fee will be payable unless the Interim Closing Date has occurred.

7 PREFERENTIAL ALLOCATIONS

7.1 Subject to paragraph 7.2 below, but notwithstanding any other provision of this letter or the other Commitment Documents, Finance Documents or Interim Finance Documents, we will (and we will procure that the other Financing Parties, Finance Parties (as defined in each Facilities Agreement) and Interim Finance Parties (as appropriate) will):

(a) permit (i) funds, investment vehicles or other persons advised or managed by the Sponsor or any of its Affiliates, (ii) limited partners in one or more of the funds or investment vehicles or other persons managed or advised by the Sponsor or any of its Affiliates and (iii) other investors or persons, in each case selected by the Sponsor (in its sole and absolute discretion), (the “**Preferred Investors**”) to purchase up to ten (10) per cent. in aggregate (on a net of fees basis) of any or all of the aggregate principal amount of any Senior Facility and/or Senior Interim Facility on the same terms as offered to New Senior Syndicate Lenders (each a “**Preferential Allocation**”) provided that this shall not require any Preferred Investor to arrange, manage, underwrite, act as bookrunner in respect of or make available any other commitments under or in respect of any Senior Facility or Senior Interim Facility; and

(b) pass through to any Preferred Investors that purchase any such Preferential Allocation, or (at the sole discretion of the Company) permit the Company to retain all, or any part of, the pro rata portion of any Facility B Underwriting Fee, Interim Facility B Underwriting Fee, Facility B OID Fee and any other arrangement, underwriting, original issue discount, ticking, market participation, commitment, funding, issuance, rollover, take out, commission or placement fee that relates to the applicable debt instruments purchased by such Preferred Investors.

7.2 In order to purchase a Preferential Allocation in accordance with paragraph 7.1 above, a Preferred Investor must commit to such Preferential Allocation at least one (1) Business Day prior to the initial Allocation Date.

7.3 There will be no disenfranchisement of any rights (including voting rights and information rights) of the Preferred Investors as a result of their holding any Preferential Allocation.

8 MISCELLANEOUS

8.1 All fees and closing payments once paid are non-refundable and non-creditable against other fees or closing payments payable in connection with the Senior Facilities, other than as provided in this letter or the Senior Syndication Strategy Letter.

8.2 The Company may (in its sole and absolute discretion):

(a) pay any fees payable under this letter in any currency in which a commitment is denominated from time to time;

(b) require that any fee payable on the Closing Date (or any other utilisation date of a Senior Facility) under this letter shall be paid by way of a deduction from the proceeds of any Loan utilised on the Closing Date (or such other utilisation date of a Senior Facility) either:

- (i) by way of a reduction in the amounts paid by each applicable Lender to the Senior 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 Senior Agent to the applicable Borrower under the Senior Facilities Agreement; and/or
 - (c) require that any fee payable on the Interim Closing Date (or any other utilisation date of an Interim Facility) under this letter shall be paid by way of a deduction from the proceeds of any Interim Loan utilised on the Interim Closing Date (or such other utilisation date of an Interim Facility), 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.
- 8.3** Notwithstanding anything to the contrary in this letter, the Senior Arrangers and the Senior Underwriters 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 fees are so allocated or designated to an Affiliate (where such Affiliate is not a Senior Arranger or a Senior Underwriter) then the provisions of the immediately following sentence shall apply. Following the relevant allocation or designation, the relevant Senior Arranger or Senior Underwriter 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 the relevant Senior Arranger or Senior Underwriter 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.
- 8.4** The terms of this letter shall be subject to the provisions of any pre-funding arrangements agreed between the Company and the Senior Arrangers in accordance with the terms of the Commitment Documents.
- 8.5** The terms of this letter shall continue in full force and effect after the Senior Facilities Agreement and/or the Interim Facilities Agreement are signed.
- 8.6** The provisions of this letter shall survive the expiration or termination of the Commitment Letter and the funding of the Senior Facilities and/or the Interim Senior Facilities, and this letter supersedes any prior understanding or agreement relating to the fees for the Senior Facilities and the Interim Senior Facilities, provided that if, pursuant to the Commitment Letter, the agreement with any Financing Party or Interim Financing Party is terminated by you, you may also by notice in writing terminate the agreements set out in this letter in respect of any such Financing Party or Interim Financing Party (in all of their and/or their Affiliate's applicable capacities) and, in such circumstances, no such Financing Party or Interim Financing Party (or any of their Affiliates) shall be entitled to any payment or fee under this letter.
- 8.7** Except as otherwise expressly provided in this letter, the terms of this letter may be enforced only by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded. Notwithstanding any term of this letter, no consent of a third party is required for any termination or amendment of this letter.
- 8.8** This letter may be executed in any number of counterparts and all those counterparts when taken together shall be deemed to constitute one and the same letter.

8.9 This letter (including the agreement constituted by your acknowledgement of its terms) and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with, English law. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with 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.

[The rest of this page is intentionally left blank]

For and on behalf of
Morgan Stanley Bank International Limited
as Senior Arranger

[Redacted]

Name: [Redacted]

Title: Authorised Signatory

Notice Details

Address [Redacted]

Email [Redacted]

Attention [Redacted]

For and on behalf of
Barclays Bank PLC
as Senior Arranger

[Redacted]

Name: [Redacted]

Title: Managing Director

Notice:

Address [Redacted]

Email [Redacted]

Attention [Redacted]

For and on behalf of
HSBC Bank plc
as Senior Arranger

[Redacted]

Name: [Redacted]

Title: Managing Associate [Redacted]

Notice:

Address [Redacted]

Email [Redacted]

Attention [Redacted]

For and on behalf of
Morgan Stanley Senior Funding, Inc.
as Senior Underwriter

[Redacted]

Name: [Redacted]

Title: Authorised Signatory

Notice Details

Address [Redacted]

Email [Redacted]

Attention [Redacted]

For and on behalf of
Barclays Bank PLC
as Senior Underwriter

[Redacted Signature]

Name: [Redacted]

Title: Managing Director

Notice:

Address [Redacted]

Email [Redacted]

Attention [Redacted]

For and on behalf of
HSBC Bank plc
as Senior Underwriter



Name: 

Title: Managing Associate 

Notice:

Address 

Email 

Attention 

We acknowledge and agree to the above.

MI Metron Finance S.à r.l.
as the **Company**

_____  _____

Name: 

Title: Manager and Authorised Signatory

Date: 23 June 2025