

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 – Second Lien Fee Letter

1 INTRODUCTION

1.1 This letter sets forth certain fees payable in connection with the Second Lien Facility and the Interim Second Lien Facility 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 Second Lien Fee Letter referred to in the Commitment Letter and constitutes a Finance Document for the purposes of the Second Lien Facility Agreement and an Interim Finance Document for the purposes of the Interim Facilities Agreement. For the purpose of this letter:

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

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

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

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

1.4 Any reference in this letter to:

- (a) the Second Lien Arrangers shall include reference to any Additional Arranger and Underwriter appointed as an arranger of the Second Lien Facility in accordance with the terms of the Commitment Letter; and
- (b) the Second Lien Underwriters shall include reference to any Additional Arranger and Underwriter appointed as an underwriter of the Second Lien Facility in accordance with the terms of the Commitment Letter,

unless, in each case, the context otherwise requires.

2 UNDERWRITING FEES FOR SECOND LIEN FACILITY

- 2.1 The Company will, subject to the provisions of the Commitment Letter, the Second Lien Syndication Strategy Letter and the other provisions of this letter, pay, or will cause to be paid, to the Second Lien Agent (for the account of the Second Lien Arrangers or their designated Affiliates) on the date of each utilisation of the Second Lien Facility (a “**Second Lien Facility Utilisation Date**”) an aggregate underwriting fee (the “**Second Lien Facility Underwriting Fee**”) in an amount equal to two point five (2.50) per cent. of the aggregate principal amount of the Second Lien Facility utilised on the relevant Second Lien Facility Utilisation Date (without double counting) provided that the Second Lien Facility Underwriting Fee shall be reduced in connection with a Sponsor Arranged Second Lien Financing in accordance with paragraph 5 (*Sponsor Arranged Second Lien Financing*) below.
- 2.2 The Second Lien Facility Underwriting Fee shall be split between the Second Lien Arrangers pro rata to their (or their Affiliates’) respective commitments funded under the Second Lien Facility on the relevant Second Lien Facility Utilisation Date.
- 2.3 If the Interim Closing Date (as defined below) has occurred and any Interim Second Lien Facility Underwriting Fees have been paid in accordance with paragraph 4 (*Underwriting Fee for Interim Second Lien Facility*) below, the relevant Second Lien Facility Underwriting Fees shall be reduced on a pro rata basis by an amount equal to the relevant Interim Second Lien Facility Underwriting Fees so paid.
- 2.4 No Second Lien Facility Underwriting Fee shall be payable unless the Closing Date has occurred and no Second Lien Facility Underwriting Fees shall be payable on any amount of the Second Lien Facility that is not utilised.

3 OID FEE FOR SECOND LIEN FACILITY

- 3.1 The Company will, subject to the provisions of the Commitment Letter, the Second Lien Syndication Strategy Letter and the other provisions of this letter, pay, or will cause to be paid, to the Second Lien Agent (for the account of the Lenders participating in the Second Lien Facility) on each Second Lien Utilisation Date, an original issue discount fee (the “**Second Lien Facility OID Fee**”) in an amount equal to one (1.00) per cent. of the aggregate principal amount of the Second Lien Facility utilised on the relevant Second Lien Facility Utilisation Date (without double counting) provided that the Second Lien Facility OID Fee shall be reduced in connection with a Sponsor Arranged Second Lien Financing in accordance with paragraph 5 (*Sponsor Arranged Second Lien Financing*) below.
- 3.2 Subject to paragraph 5 (*Reverse Flex*) of the Second Lien Syndication Strategy Letter and the other provisions of this letter, the Second Lien Facility OID Fee shall be split between the Lenders participating in the Second Lien Facility pro rata to their respective commitments funded under the Second Lien Facility on the relevant Second Lien Facility Utilisation Date.
- 3.3 No Second Lien Facility OID Fee will be payable unless the Closing Date has occurred and no Second Lien Facility OID Fee shall be payable on any amount of the Second Lien Facility that is not utilised.

4 UNDERWRITING FEE FOR INTERIM SECOND LIEN FACILITY

- 4.1 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 Second Lien Arrangers or their designated Affiliates) on the date of each utilisation of the Interim Second Lien Facility (the “**Interim Second Lien Facility Utilisation Date**”) an aggregate underwriting fee (the “**Interim Second Lien Facility Underwriting Fee**”) in an amount equal to two point five (2.50) per cent. of the aggregate principal amount of the Interim Second Lien Facility utilised on the relevant Interim Second Lien Utilisation Date (without double

counting); provided that the Interim Second Lien Facility Underwriting Fee shall be reduced in connection with a Sponsor Arranged Second Lien Financing in accordance with paragraph 5 (*Sponsor Arranged Second Lien Financing*) below.

- 4.2 The Interim Second Lien Facility Underwriting Fee shall be split between the Second Lien Arrangers pro rata to their (or their Affiliates') respective commitments funded under the Interim Second Lien Facility on the relevant Interim Second Lien Facility Utilisation Date.
- 4.3 No Interim Second Lien Facility Underwriting Fee will be payable unless the Interim Closing Date has occurred and no Interim Second Lien Facility Underwriting Fee shall be payable on any amount of Interim Second Lien Facility that is not utilised.
- 4.4 For the purposes of this paragraph 4, "**Interim Closing Date**" has the meaning given to such term in the Agreed Form Interim Facilities Agreement.

5 SPONSOR ARRANGED SECOND LIEN FINANCING

- 5.1 Notwithstanding any other provision in the Commitment Documents, the Company may at any time prior to the Second Lien Syndication Start Date replace all of the Commitments of the Second Lien Financing Parties under the Second Lien Facility (and the Interim Second Lien Financing Parties under the Interim Second Lien Facility) with Commitments under the Second Lien Facility (and Interim Second Lien Facility) (a "**Sponsor Arranged Second Lien Financing**") from one or more other banks, financing institutions or other persons (the "**Additional Pre-Placed Second Lien Lenders**") provided to you and the Second Lien Financing Parties. The Commitments of the Second Lien Financing Parties in respect of the Second Lien Facility (and the Interim Second Lien Financing Parties in respect of the Interim Second Lien Facility) will be required to be transferred (on a funded basis) to the Additional Pre-Placed Second Lien Lenders following the Closing Date on a funded pro rata basis as between the existing Second Lien Financing Parties (and Interim Second Lien Financing Parties) in the amount of the commitments accepted by you pursuant to a Sponsor Arranged Second Lien Financing (with such Sponsor Arranged Second Lien Financing forming part of the Second Lien Facility and the Interim Second Lien Facility) upon your written notice to the Second Lien Financing Parties and the Interim Second Lien Financing Parties (the date of each such notice, a "**Sponsor Arranged Second Lien Notification Date**"); *provided that* if any Commitments under the Second Lien Facility and the Interim Second Lien Facility are transferred pursuant to this paragraph 5.1 (the commitments so transferred being the "**Cancelled Second Lien Commitments**"), the Second Lien Facility Underwriting Fee and Interim Second Lien Facility Underwriting Fee which would otherwise have been payable to the Second Lien Financing Parties or the Interim Second Lien Financing Parties (or their Affiliates) on the Cancelled Second Lien Commitments will be:

- (a) if the relevant Sponsor Arranged Second Lien Notification Date occurs prior to 11.59pm (London time) on the Countersign Date, reduced to zero (i.e. no fees shall be payable to the Second Lien Financing Parties in respect of the Cancelled Second Lien Commitments);
- (b) if the relevant Sponsor Arranged Second Lien Notification Date occurs prior to 11:59pm (London time) on the date ten (10) Business Days after (but excluding) the Countersign Date (being the deadline for countersignature), reduced to zero point five (0.50) per cent.;
- (c) if the relevant Sponsor Arranged Second Lien Notification Date occurs on any date from (and including) eleven (11) Business Days after (but excluding) the Countersign Date until (and including) twenty (20) Business Days after the Countersign Date, reduced to one (1.00) per cent.; or
- (d) if the relevant Sponsor Arranged Second Lien Notification Date occurs on any date after (but excluding) twenty (20) Business Days from (but excluding) the Countersign Date, one hundred (100) per cent. of the amount otherwise payable under paragraph 2

(Underwriting fees for Second Lien Facility) or paragraph 4 *(Underwriting fee for the Interim Second Lien Facility)* above,

and, in each case, no Second Lien Facility OID Fee, ticking fees, original issue discount fees or other fees shall be payable to the Second Lien Financing Parties or the Interim Second Lien Financing Parties (or their Affiliates) in respect of the Cancelled Second Lien Commitments, *provided further that*, to the extent an Additional Pre-Placed Second Lien Lender does not consummate the transfer of the applicable Cancelled Second Lien Commitments in accordance with the terms so agreed and as a consequence the Second Lien Financing Parties continue to hold the Cancelled Second Lien Commitments (a **“Failed Transfer”**), the Company shall promptly following the occurrence of the Failed Transfer pay to the Second Lien Financing Parties all fees and expenses the Second Lien Financing Parties would have otherwise been entitled to receive in respect of such Cancelled Second Lien Commitments pursuant to this letter and the Second Lien Syndication Strategy Letter in the circumstances where such Cancelled Second Lien Commitments had not been subject to a Sponsor Arranged Second Lien Financing.

6 PREFERENTIAL ALLOCATIONS

6.1 Subject to paragraph 6.2 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 or (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 Second Lien Facility and/or Interim Second Lien Facility on the same terms as offered to New Second Lien 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 Second Lien Facility or Interim Second Lien 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 Second Lien Facility Underwriting Fee, Interim Second Lien Facility Underwriting Fee, Second Lien Facility 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.

6.2 In order to purchase a Preferential Allocation in accordance with paragraph 6.1 above, a Preferred Investor must commit to such Preferential Allocation at least one (1) Business Day prior to the initial Allocation Date.

6.3 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.

7 MISCELLANEOUS

7.1 All fees and closing payments once paid are non-refundable and non-creditable against other fees or closing payments payable in connection with the Second Lien Facility or the Interim Second Lien Facility, other than as provided in this letter or the Second Lien Syndication Strategy Letter.

7.2 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 a Second Lien Facility Utilisation Date under this letter shall be paid by way of a deduction from the proceeds of any Loan utilised on the relevant Second Lien Facility Utilisation Date either:
 - (i) by way of a reduction in the amounts paid by each applicable Lender to the Second Lien 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 Second Lien Agent to the applicable Borrower under the Second Lien Facility Agreement; and/or
 - (c) require that any fee payable on a Interim Second Lien Facility Utilisation Date under this letter shall be paid by way of a deduction from the proceeds of any Interim Loan utilised on the relevant Interim Second Lien Facility Utilisation, in each case 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.
- 7.3** Notwithstanding anything to the contrary in this letter, the Second Lien Arrangers and the Second Lien 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 Second Lien Arranger or a Second Lien Underwriter) then the provisions of the immediately following sentence shall apply. Following the relevant allocation or designation, the relevant Second Lien Arranger or Second Lien 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 Second Lien Arranger or Second Lien 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.
- 7.4** The terms of this letter shall be subject to the provisions of any pre-funding arrangements agreed between the Company and the Second Lien Arrangers in accordance with the terms of the Commitment Documents.
- 7.5** The terms of this letter shall continue in full force and effect after the Second Lien Facility Agreement and/or the Interim Facilities Agreement are signed.
- 7.6** The provisions of this letter shall survive the expiration or termination of the Commitment Letter and the funding of the Second Lien Facility and/or the Interim Second Lien Facility, and this letter supersedes any prior understanding or agreement relating to the fees for the Second Lien Facility and the Interim Second Lien Facility, 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.
- 7.7** 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.

- 7.8** 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.
- 7.9** 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 Second Lien Arranger

[Redacted]

Name: [Redacted]

Title: Authorised Signatory

Notice Details

Address [Redacted]

Email [Redacted]

Attention [Redacted]

For and on behalf of
Barclays Bank PLC
as Second Lien Arranger

[Redacted]

Name: [Redacted]

Title: Managing Director

Notice:

Address [Redacted]

Email [Redacted]

Attention [Redacted]

For and on behalf of
HSBC Bank plc
as Second Lien Arranger




Name: 

Title: Managing Associate 

Notice:

Address 

Email 

Attention 

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

[Redacted Signature]

Name: [Redacted]

Title: Authorised Signatory

Notice Details

Address [Redacted]

Email [Redacted]

Attention [Redacted]

For and on behalf of
Barclays Bank PLC
as Second Lien Underwriter

[Redacted]

Name: [Redacted]

Title: Managing Director

Notice:

Address [Redacted]

Email [Redacted]

Attention [Redacted]

For and on behalf of
HSBC Bank plc
as Second Lien Underwriter

[Redacted Signature]

Name: [Redacted]

Title: Managing Associate [Redacted]

Notice:

Address [Redacted]

Email [Redacted]

Attention [Redacted]

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