

BRIDGE FACILITIES FEE LETTER

To: Unikmind Holdings Limited (the "**Borrower**")

Date: 13 February 2023

Verde – USD268,000,000 and USD75,000,000 term loans for Unikmind Holdings Limited (the "Term Facilities")

We, HSBC Bank plc as original lender (the "**Original Lender**") refer to the facilities agreement dated on or around the date hereof and made between, among others, the Borrower and the Original Lender (the "**Facilities Agreement**").

This is the Fee Letter referred to in the Facilities Agreement. Capitalised terms defined in the Facilities Agreement have the same meanings when used in this letter unless otherwise provided or the context otherwise requires.

1. **INTERPRETATION**

In this letter:

"**Signing Date**" means the date of the Facilities Agreement.

2. **FLAT FEE**

- 2.1 The Borrower shall pay to the Original Lender a flat fee (the "**Flat Fee**") in an amount equal to USD 1,000,000.
- 2.2 The Flat Fee is due on the date on which the Ownership Threshold is met but is only payable on the date falling five Business Days after the last day of the Certain Funds Period. For the avoidance of doubt, the Flat Fee is not due or payable if the Ownership Threshold is not met during the Availability Period.

3. **UPFRONT FEE**

- 3.1 Subject to paragraphs 3.2 and 3.3 below, the Borrower shall pay to the Original Lender an upfront fee (an "**Upfront Fee**") in an amount equal to the difference between:
- (a) an amount equal to 0.75 per cent of the aggregate amount of all Loans drawn under the Facility Agreement during the Availability Period (other than Loans drawn to refinance any amounts under the Holdco Loan Agreement); and
 - (b) an amount equal to the Flat Fee paid or payable pursuant to paragraph 2 above,
- provided that** if, following the deduction of the Flat Fee pursuant to paragraph (b) above, the Upfront Fee would be a negative amount, the Upfront Fee shall be deemed to be zero and the Original Lender shall have no obligation to reimburse any amounts of the Flat Fee paid or payable.

- 3.2 Each Upfront Fee is payable to the Original Lender in dollars on the earlier of
- (a) the date falling five Business Days after the last day of the Certain Funds Period;
 - (b) the date on which the Available Commitments under the Facilities are reduced to zero; and
 - (c) the date on which the Total Commitments have been repaid and/or cancelled in full.

provided that no Upfront Fee is payable if the Ownership Threshold is not met at the end of the Availability Period.

4. **STRUCTURING FEE**

- 4.1 The Borrower shall pay to the Original Lender a structuring fee (the "**Structuring Fee**") in an amount equal to 0.25 per cent of the Total Commitments as at the Signing Date. The Structuring Fee is due on the date on which the Ownership Threshold is met but is only payable on the date falling five Business Days after the last day of the Certain Funds Period. For the avoidance of doubt, the Structuring Fee is not due or payable if the Ownership Threshold is not met during the Availability Period.
- 4.2 The Structuring Fee is payable in dollars.

5. **TICKING FEE**

- 5.1 The Borrower shall pay to the Original Lender a ticking fee (the "**Ticking Fee**") calculated on the Available Commitments as follows:
- (a) from the Signing Date to (and including) the date falling 60 days after the Signing Date, 0 per cent. of the applicable Margin;
 - (b) from the date falling 61 days after the Signing Date to (and including) the date falling 90 days after the Signing Date, 15 per cent. of the applicable Margin; and
 - (c) from the date falling 91 days after the Signing Date to (and including) the final day of the Availability Period, 30 per cent. of the applicable Margin.
- 5.2 The accrued Ticking Fees are earned to the Original Lender in dollars and on:
- (a) each Utilisation Date (with respect to the amounts being drawn);
 - (b) the date of cancellation of any undrawn Available Commitments (with respect to the amounts being cancelled); and
 - (c) the last day of the Availability Period (with respect to any undrawn Available Commitments as of such date).

The Ticking Fees are payable on the date falling five Business Days after the last day of the Certain Funds Period provided that no Ticking Fee is payable if the Ownership Threshold is not met at the end of the Availability Period.

6. **DURATION FEE**

6.1 The Borrower shall pay to the Original Lender a duration fee (the "**Duration Fee**" and, together with the Upfront Fee, the Structuring Fee and the Ticking Fee, the "**Fees**") in an amount equal to 0.75 per cent of:

- (a) the amount of the uncanceled Cash Bridge Facility Commitments as at, and earned on, the date falling six months after the Signing Date; and
- (b) the amount of the uncanceled Accordion Bridge Facility Commitments as at, and earned on, the date falling six months after the Signing Date (the "**Accordion Test Date**"), provided that no Duration Fee will be payable in respect of the uncanceled Accordion Bridge Facility Commitments if, as at the Accordion Test Date, (i) an Accordion Bridge Commitment has been drawn and (ii) the Target Accordion Commitment Condition has not been satisfied.

6.2 The Duration Fee is payable in dollars on the date falling five Business Days after the last day of the Certain Funds Period.

7. **PAYMENT OF FEES**

7.1 If payment of any Fee is made on a Utilisation Date, the Original Lender may deduct this from the proceeds of the relevant Utilisation under the Facility Agreement.

7.2 The Fees are non-refundable and non-creditable against any other fee payable in connection with the Finance Documents.

7.3 The Fees are payable to the Original Lender in immediately available, freely transferable, cleared funds to the account notified by the Original Lender to the Borrower for this purpose, in full without any set-off, deductions or withholding of any kind unless required by law. If any deduction or withholding of any kind is required by law to be made, the amount of the payment of the relevant Fee due shall be increased to an amount which (after making any such deduction or withholding) leaves an amount equal to the payment which would have been due if no deduction or withholding had been required.

8. **MISCELLANEOUS**

8.1 Except as 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.

8.2 This letter may be signed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this letter.

8.3 This letter is a Finance Document.

9. **GOVERNING LAW**

9.1 This letter (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with the laws of England.

9.2 The courts of England have exclusive jurisdiction to settle any dispute relating to any non-contractual obligations arising out of or in connection with this letter.

Please confirm your agreement to the above by signing where indicated below.

Yours faithfully,



HSBC Bank plc

as Original Lender

By:



Managing Associate General Counsel

FORM OF ACKNOWLEDGEMENT

We agree to the above



for and on behalf of

Unikmind Holdings Limited

Date: 13 February 2023