

## FACILITY B2 FEE LETTER

To: **FLEET SECURITYCO LIMITED** (as the **Parent**); and  
**FLEET DEBTCO LIMITED** (as the **Company** and as **Original Facility B2 Borrower**)

8 September 2025

Dear Sirs, Madams,

**Project Fleet – Senior Facilities Agreement dated 26 June 2023 (as amended and/or restated, novated or otherwise varied from time to time) (the Senior Facilities Agreement)**

### 1. Introduction

- (a) We refer to:
  - (i) the Senior Facilities Agreement; and
  - (ii) the Accordion Facility Notice (as defined in the Senior Facilities Agreement) entered into between, among others, the Parent, the Company and the Agent dated on or about the date hereof pursuant to which the Facility B2 Lenders (defined therein) have established Facility B2 (defined therein) (the **Accordion Facility Notice**).
- (b) Capitalised terms defined in the Senior Facilities Agreement and the Accordion Facility Notice (as applicable) shall have the same meaning when used in this letter, unless expressly defined herein.
- (c) The provisions of clause 1.2 (Construction) of the Senior Facilities Agreement shall apply to this letter as though they were set out in full in this letter except that references to “this Agreement” are to be construed as references to this letter.
- (d) This is (i) a Fee Letter referred to in the Senior Facilities Agreement and (ii) the Facility B2 Fee Letter referred to in the Accordion Facility Notice.

### 2. Fees

- (a) The Parent agrees to pay (or procure the payment of) an arrangement fee in an amount equal to 2.50% of the aggregate principal amount of the Facility B2 Commitments as at the Tic Tac Closing Date (the **Arrangement Fee**), such Arrangement Fee to be payable on the first date of utilisation of Facility B2 to Ares Management Limited (as arranger of Facility B2, the **Facility B2 Arranger**) for the account of the applicable Facility B2 Lenders and to be divided between such Facility B2 Lenders *pro rata* to their respective participations under the Facility B2 Loan funded on such date of utilisation.

- (b) The Parent may authorise the Agent to deduct an amount equal to the aggregate of the Arrangement Fee from the proceeds of the relevant Facility B2 Loan and apply such deducted amounts towards payment of the aggregate Arrangement Fee to the relevant Facility B2 Lenders (as applicable) (or, in the alternative, to allow for the relevant Facility B2 Lenders to fund their relevant participations in the relevant Facility B2 Loan net of such fees).

### **3. No Deal, No Fees**

Notwithstanding anything to the contrary in this letter, the Accordion Facility Notice or the Senior Facilities Agreement (as applicable), no Arrangement Fee is payable unless the Tic Tac Closing Date occurs.

### **4. Miscellaneous**

- (a) All payments due under this letter shall be paid in immediately available freely transferable cleared funds to such account as may be notified by the Agent or the Facility B2 Lenders (as applicable) prior to the due date for such payments (unless deducted (or authorised to be netted) in accordance with this letter).
- (b) All amounts payable under this letter shall (unless otherwise agreed) be paid in the currency in which the relevant Facility is utilised (or, Commitment is denominated, as applicable).
- (c) All fees under this letter shall be made without set-off, deduction or withholding of any kind (unless expressly contemplated in this letter).
- (d) Unless expressly provided to the contrary in this letter, a person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any of its terms and the consent of any person who is not a party to this letter is not required to rescind or vary this letter at any time.
- (e) 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.
- (f) This letter and any non-contractual obligations arising out of or in connection with it shall be governed by English law and the provisions of clause 45 (Enforcement) of the Senior Facilities Agreement shall apply, *mutatis mutandis*, save that references to “this Agreement” shall be construed as references to this letter.

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

Yours faithfully

**The Facility B2 Arranger**

**ARES MANAGEMENT LIMITED**

for and on behalf of funds or other accounts managed and/or advised by Ares Management Limited, Ares Management UK Limited and Ares Management Luxembourg and/or any affiliate of the foregoing

By:



Name:



Title:

Authorized Signatory

We acknowledge and agree to the above.

**The Parent**

For and on behalf of

**FLEET SECURITYCO LIMITED**

By: \_\_\_\_\_

A large black rectangular box redacting the signature of the Director.

Name: \_\_\_\_\_

A black rectangular box redacting the name of the Director.

Title: Director

Date: 8 September 2025

**The Company and Original Facility B2 Borrower**

For and on behalf of

**FLEET DEBT CO LIMITED**

By:



Name:



Title: Director

Date: 8 September 2025