

PRIVATE & CONFIDENTIAL

To: Inspired PLC (the **Company**)

Attention: The Directors

27 August 2025

To whom it may concern:

Project Intrepid – Super Senior Facilities Fee Letter

1 Introduction

- 1.1 This letter sets forth certain fees payable in connection with the Super Senior Facilities contemplated to be provided pursuant to the senior facilities agreement originally dated 21 July 2025 as amended and restated on or about the date of this letter between us and the Company as it may be further amended, amended and restated, supplemented, modified or replaced from time to time (the ***Senior Facilities Agreement***).
- 1.2 Terms defined in (or incorporated by reference into) the Senior Facilities Agreement have the same meaning when used in this letter unless otherwise specified. The provisions of Clause 1.2 (*Construction*) of the Senior Facilities Agreement shall apply to this letter *mutatis mutandis*.
- 1.3 This is the Super Senior Facilities Fee Letter and constitutes a Finance Document for the purposes of the Senior Facilities Agreement.

2 Upfront Fee for the Super Senior Unitranche Facility

- 2.1 The Company will, subject to the other provisions of this letter, pay, or will cause to be paid, to the Agent (for the account of the Super Senior Unitranche Facility Lenders participating in the Super Senior Unitranche Facility), on the Closing Date, an aggregate upfront fee (the ***Super Senior Unitranche Facility Upfront Payment***) in an amount equal to two point zero (2.00) per cent. of the aggregate principal amount of the Super Senior Unitranche Facility utilised on the Closing Date.
- 2.2 The Super Senior Unitranche Facility Upfront Payment shall be split between the Super Senior Unitranche Facility Lenders *pro rata* to their respective Super Senior Unitranche Facility Commitments on the Closing Date.
- 2.3 No Super Senior Unitranche Facility Upfront Payment will be due or payable unless the Closing Date has occurred.

3 Upfront Fee for the Super Senior CAR Facility

- 3.1 The Company will, subject to the other provisions of this letter, pay, or will cause to be paid, to the Agent (for the account of the Super Senior CAR Facility Lenders participating in the Super Senior CAR Facility) on the Closing Date an upfront fee (the ***Initial Super Senior CAR Facility Fee***) in an amount equal to one point zero (1.00) per cent. of the aggregate committed (and not cancelled) principal amount of the Super Senior CAR Facility as at the Closing Date.

- 3.2 The Initial Super Senior CAR Facility Fee shall be split between the Super Senior CAR Facility Lenders participating in the Super Senior CAR Facility *pro rata* to their respective Super Senior CAR Facility Commitments on the Closing Date.
- 3.3 No Initial Super Senior CAR Facility Fee will be due and payable unless the Closing Date occurred.
- 3.4 The Company will, subject to the other provisions of this letter, pay, or will cause to be paid, to the Agent (for the account of the Super Senior CAR Facility Lenders participating in the Super Senior CAR Facility) an aggregate upfront fee (each a ***Super Senior CAR Facility Upfront Payment***) in the following amounts and on the following dates:
- (a) each date on which the Super Senior CAR Facility is utilised, an amount equal to one point zero (1.00) per cent. of the aggregate principal amount of the commitments of the Super Senior CAR Facility Lenders under the Super Senior CAR Facility which are utilised on such utilisation date;
 - (b) if any undrawn available commitments under the Super Senior CAR Facility are outstanding on such date, the date that the Company receives a notice, demand or declaration pursuant to Clause 28.15 (Acceleration) of the Senior Facilities Agreement, an amount equal to one point zero (1.00) per cent of the aggregate principal amount of undrawn available commitments of the Super Senior CAR Facility Lenders under the Super Senior CAR Facility on such date;
 - (c) the last day of the Availability Period in respect of the Super Senior CAR Facility, an amount equal to one point zero (1.00) per cent. of the aggregate principal amount of the undrawn available commitments of the Super Senior CAR Facility Lenders under the Super Senior CAR Facility on such date,
- (each date of such Super Senior CAR Facility Upfront Payment, a ***Super Senior CAR Facility Upfront Payment Date***).
- 3.5 For the avoidance of doubt, the aggregate amount of the Initial Super Senior CAR Facility Fee and a Super Senior CAR Facility Upfront Payment payable by the Company shall at no time exceed an amount equal to two point zero (2.00) per cent of the commitments of the Super Senior CAR Facility Lenders under the Super Senior CAR Facility on the Closing Date.
- 3.6 The Super Senior CAR Facility Upfront Payment shall be split between the Super Senior CAR Facility Lenders participating in the Super Senior CAR Facility *pro rata* to their respective Super Senior CAR Facility Commitments on such Super Senior CAR Facility Upfront Payment Date.
- 3.7 No Super Senior CAR Facility Upfront Payment will be due or payable unless each of: (a) the Closing Date and (b) the relevant Super Senior CAR Facility Upfront Payment Date has occurred.

4 Upfront Fee for the Original Revolving Facility

- 4.1 The Company will, subject to the other provisions of this letter, pay, or will cause to be paid, to the Agent (for the account of the Original Revolving Facility Lenders), on the

Closing Date, an aggregate upfront fee (the ***Original Revolving Facility Payment***) in an amount equal to two point zero (2.00) per cent. of the aggregate principal amount of the Original Revolving Facility Commitments on the Closing Date.

- 4.2 The Original Revolving Facility Upfront Payment will be split between the Original Revolving Facility Lenders participating in the Original Revolving Facility *pro rata* to their respective Original Revolving Facility Commitments on the Closing Date.
- 4.3 No Original Revolving Facility Upfront Payment will be due or payable unless the Closing Date has occurred.

5 Miscellaneous

- 5.1 All fees and closing payments once paid are non-refundable and non-creditable against other fees or closing payments payable in connection with the Facilities other than as provided in this letter.
- 5.2 The Company may, in its sole discretion, require that any fee payable under this letter on a Utilisation Date shall be paid by way of a deduction from the proceeds of any Loan utilised on that date on which such Loan is utilised, in each case either:
 - (a) by way of a reduction in the amounts paid by each applicable Lender to the Agent or Borrower (as applicable) in respect of its participation in such Loan; or
 - (b) by way of a reduction in the proceeds of such Loan paid by the Agent to the applicable Borrower under the Senior Facilities Agreement.
- 5.3 The provisions of this letter shall survive the funding of the Facilities, and this letter supersedes any prior understanding or agreement relating to the fees for the Facilities.
- 5.4 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.
- 5.5 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.
- 5.6 This letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- 5.7 Each of the parties to this letter agrees that the courts of England have exclusive jurisdiction to settle any disputes in connection with this letter and any non-contractual obligation arising out of or in connection with it and each of the parties to this letter accordingly submits to the jurisdiction of the English courts.

Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed copy of this letter, whereupon it will become a binding agreement upon our receipt.

[The rest of this page is intentionally left blank]

Yours faithfully

PNC Financial Services UK Ltd
as **Super Senior Facility Lender**



Title: AUTHORIZED SIGNATORY



Title: AUTHORIZED SIGNATORY

We acknowledge and agree to the above.

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

for and on behalf of
INSPIRED PLC
as the Company

Name:

A small black rectangular box redacting the name of the representative.

Title: Director

Date: 27 August 2025