

## Agency Fee Letter

From:

**HSBC BANK PLC**

Level 18  
8 Canada Square  
London E14 5HQ  
United Kingdom

(the **Agent**)

To:

**NEXT FIFTEEN COMMUNICATIONS GROUP PLC**

75 Bermondsey Street  
London  
United Kingdom  
SE1 3XF

(the **Company**)

20 May 2022

Dear Sirs,

**Multicurrency revolving facility agreement dated 2 September 2021 between, among others, the Company and the Agent, as amended and restated pursuant to an amendment and restatement agreement dated on or about the date of this letter (the Amendment and Restatement Agreement)**

- 1 We refer to the Amendment and Restatement Agreement.
- 2 Capitalised terms defined in the Amendment and Restatement Agreement have, unless otherwise defined in this letter, the same meaning in this letter.
- 3 This letter is the Agency Fee Letter referred to in clause 5.2 (*Agency fee*) of the Amendment and Restatement Agreement and is a Fee Letter and a Finance Document.
- 4 You will pay to us, in our capacity as Agent and for our own account, a non-refundable fee of £5,000 (the **Agency Acceptance Fee**).
- 5 The Agency Fee is payable on the date falling three Business Days after 20 May 2022.
- 6 The Agency Acceptance Fee is payable into the account of the Agent as notified by the Agent to the Company and shall be paid in full, without any set-off, counterclaim, deducting or withholding of any kind.
- 7 All payments to be made under this letter shall be paid in Sterling.
- 8 All payments to be made under this letter are exclusive of any value added tax or similar charge (**VAT**). If VAT is chargeable, you shall also and at the same time pay to the recipient of the relevant payment an amount equal to the amount of the VAT.

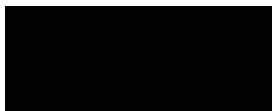
Private and confidential

- 9 A person who is not a party to this letter may not rely on it and the terms of the Contracts (Rights of Third Parties) Act 1999 are excluded. The parties to this letter may amend this letter in writing without the consent of any third party.
- 10 A copy of this letter may be provided for information only to the financial advisors, the legal counsel of the financial advisor and the Panel.
- 11 This letter may be executed in counterpart.
- 12 This letter is governed by English law.
- 13 Please confirm your agreement to the terms of this letter by signing and returning to us the enclosed duplicate of this letter.

Yours faithfully,

Private and confidential

*Agency Fee Letter Signature Pages*



For and on behalf of

**HSBC BANK PLC**

as Agent

Private and confidential

*Agency Fee Letter Signature Pages*

**ACKNOWLEDGEMENT**

We acknowledge and agree to the above terms.



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For and on behalf of

**NEXT FIFTEEN COMMUNICATIONS GROUP PLC**  
as the Company