

ARRANGEMENT FEES LETTER

To: Informa Group Holdings Limited (the "**Company**")
5 Howick Place
London
SW1P 1WG

24 July 2024

GBP 1,250,000,000 bridge facility agreement dated on or about the date hereof and made between, among others, the Company as original borrower and original guarantor and Morgan Stanley Bank International Limited as mandated lead arranger (the "Facility Agreement")

1. We refer to the Facility Agreement. Capitalised terms used but not otherwise defined herein shall have the meaning given to them in the Facility Agreement.
2. This is a Fee Letter and is a Finance Document for the purposes of the Facility Agreement. This is the Fee Letter referred to in clause 11.3 (*Arrangement fees*) of the Facility Agreement.
3. The Company shall pay to the Agent for the account of the Lenders (pro rata to their respective Commitments in the Facility as at the Participation Fee Payment Date (as defined below)) a participation fee in an amount equal to 0.075% of the Total Commitments as at the Participation Fee Payment Date (the "**Participation Fee**").
4. The Participation Fee shall be payable on the date (the "**Participation Fee Payment Date**") which is the earlier of: (i) the date falling 6 weeks after the date of the Facility Agreement (or such later date as agreed between the Company and the Lenders) and (ii) the date on which Morgan Stanley Bank International Limited as bookrunner closes primary syndication of the Facility in accordance with the syndication letter dated on or about the date hereof between, among others, the Company and Morgan Stanley Bank International Limited.
5. The Company shall pay to the Agent for the account of the Lenders (pro rata to their respective Commitments in the Facility as at the first Utilisation Date) a funding fee in an amount equal to 0.125% of the Total Commitments as at the first Utilisation Date (the "**Funding Fee**").
6. The Funding Fee shall be payable within 5 Business Days of the first Utilisation Date.
7. The Participation Fee and Funding Fee are payable by the Company to such account(s) with such banks(s) as the Agent notifies to the Company.
8. Each Lender may instruct the Agent to allocate to any of that Lender's Affiliates (as that Lender may designate in its sole discretion) the fees paid by the Company to the Agent for the account of that Lender pursuant to the terms of this letter.
9. In accordance with clause 5.5 (*Accession of Agent*) of the Facility Agreement, the Company shall use commercially reasonable efforts to procure that an Agent promptly accedes to this letter. On and from the Agent Accession Date, the Agent shall become party to this letter and be bound by the terms of this letter in its capacity as Agent provided that, prior to the Agent Accession Date, all references in this letter to the Agent shall be deemed to be references to the Original Lender.

10. Save as expressly set out in this letter or in any other Finance Document, the Company agrees that, once paid, a fee or any part thereof payable hereunder will not be refundable or creditable against any other fee under any circumstances unless otherwise agreed by us in writing.
11. Subject to paragraph 12 below, and unless otherwise agreed, the Participation Fee and Funding Fee will be paid in GBP, in immediately available, freely transferable, cleared funds without set-off, counterclaims, deductions or withholding of any kind.
12. Clause 12 (*Tax gross-up and indemnities*) of the Facility Agreement shall be incorporated into this letter, *mutatis mutandis*, as if set out in full in this letter.
13. 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.
14. 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.
15. 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.
16. Clause 41 (*Enforcement*) of the Facility Agreement shall be incorporated into this letter, *mutatis mutandis*, as if set out in full in this letter.

If you agree to the above, please sign where indicated below.

Yours faithfully,

[REDACTED]

for and on behalf of
MORGAN STANLEY BANK INTERNATIONAL LIMITED
as Mandated Lead Arranger

[REDACTED]

for and on behalf of
MORGAN STANLEY BANK, N.A.
as Original Lender

[REDACTED]

We acknowledge and agree to the above



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for and on behalf of

INFORMA GROUP HOLDINGS LIMITED

