

BNP PARIBAS SECURITIES CORP.
BNP PARIBAS
787 Seventh Avenue
New York, New York 10019

February 12, 2026

Nuveen, LLC
730 Third Avenue
New York, NY 10017

Attention: [REDACTED]
[REDACTED]

Re: Project Pantheon – Delayed Draw Term Loan Facilities Fee Letter

Ladies and Gentlemen:

Reference is made to the Engagement Letter dated the date hereof (the “Engagement Letter”) between us and you. Capitalized terms used but not defined herein are used with the meanings assigned to them in the Engagement Letter. This letter agreement (this “Fee Letter”) is the “Fee Letter” referred to in the Engagement Letter.

1. Fees.

You agree to pay, or cause to be paid, to BNPP the following fees:

A. Underwriting Fee. An underwriting fee of 0.150% of the U.S. Dollar equivalent of the principal amount of the aggregate commitments in respect of the Facilities (calculated as of the date of the Credit Agreement), which fee will be payable to BNPP, for its own account, on the date of the Credit Agreement.

B. Upfront Fees. Upfront fees, payable to the Administrative Agent for the ratable account of each Lender (including BNPP in its capacity as a Lender) (the “Initial Lenders”), in the amounts of (i) 0.075% of the principal amount of each such Lender’s aggregate commitments (prior to giving effect to any funding) under the 364-Day DDTL Facility on the earlier of (x) the Syndication Date and (y) the first date on which there are two or more Lenders party to each Facility (such earlier date, the “Syndication Closing Date”), (ii) 0.150% of the principal amount of each such Lender’s aggregate commitments (prior to giving effect to any funding) under the 2-Year DDTL Facility on the Syndication Closing Date, and (iii) 0.225% of the principal amount of each such Lender’s aggregate commitments (prior to giving effect to any funding) under the 3-Year DDTL Facility on the Syndication Closing Date, in each case, which fees will be payable on the Syndication Closing Date. The rate of BNPP’s upfront fee with respect to any Facility will in no event be less than the highest rate payable to any other Lender with a commitment under such Facility. If any Facility is syndicated to any additional Lenders after the Syndication Closing Date but on or prior to the Syndication Date (as defined below), the upfront fees with respect to such Facility shall be shared by the assigning Initial Lenders, as applicable, with such additional Lenders in proportion to the commitments being assigned by such Initial Lenders.

C. Annual Administrative Agent’s Fee. An annual fee in an amount equal to \$25,000, payable annually in advance to the Administrative Agent for its own account on the occurrence of the

first utilization of the Facilities for the purposes of the Acquisition and on the Interest Payment Date (as defined in the Credit Agreement) closest to each anniversary thereof until maturity or early termination of the Facilities and the payment in full of all amounts owing with respect thereto or otherwise owing under the definitive documentation for the Facilities.

2. Market Flex.

BNPP shall be entitled, in consultation with you (but without your consent), at any time on or prior to the Syndication Date (as defined herein), if, based on feedback from potential Lenders (non-affiliated with BNPP), BNPP determines (acting reasonably and in good faith) and confirms to the Borrower in writing that (x) such changes are necessary or advisable to achieve a Successful Syndication (as defined herein) of any Facility or (y) a Successful Syndication is not likely to be achieved or cannot be achieved on or prior to the closing date of the Acquisition, to increase the interest rate margins in respect of any Facility during each period by up to ■■■ basis points; provided that, up to ■■ basis points of the increase in any interest rate margins in respect of any Facility pursuant to this Section 2 may take the form of an increase to the upfront fees with respect to such Facility, with each basis point of the upfront fees being equated to interest margins based on the life to maturity of such Facility (e.g., ■■ basis points of interest margin so utilized equals (i) ■■ basis points in upfront fees with respect to the 364-Day DDTL Facility, (ii) ■■ basis points in upfront fees with respect to the 2-Year DDTL Facility and (iii) ■■ basis points in upfront fees with respect to the 3-Year DDTL Facility). For purposes of the foregoing, (i) a “Successful Syndication” shall be deemed to have occurred when BNPP, together with its affiliates, holds no more than (A) 25% of the aggregate commitments and loans in respect of the 364-Day DDTL Facility, (B) 25% of the aggregate commitments and loans in respect of the 2-Year DDTL Facility, and (C) 25% of the aggregate commitments and loans in respect of the 3-Year DDTL Facility, and (ii) “Syndication Date” means the earlier of (A) the date upon which a Successful Syndication is achieved and (B) the date that occurs 60 days following the date of the Credit Agreement. In connection with any changes to any Facility contemplated by this Section 2, you shall, and shall cause each of your subsidiaries and affiliates to, enter into such documentation (including amendments to the definitive documentation for the Facilities) as may be reasonably requested by BNPP in order to implement such changes (but no other changes).

3. Miscellaneous.

You agree that, once paid, the fees or any part thereof payable hereunder and under the Engagement Letter shall not be refundable under any circumstances, regardless of whether the transactions or borrowings contemplated by the Engagement Letter are consummated, except as otherwise agreed in writing by you and the person that received such payment. All fees payable hereunder and under the Engagement Letter shall be paid in U.S. Dollars or Pounds Sterling (as specified herein or in the Engagement Letter or as otherwise agreed between you and BNPP from time to time) in immediately available funds and shall be in addition to, and not in limitation of, any (i) fees which shall be payable to BNPP in its capacity as a lender and (ii) reimbursement of BNPP’s expenses and fees (including, but not limited to, legal fees) as provided in the Engagement Letter. You agree that BNPP may, in its sole discretion, share all or a portion of any of the fees payable pursuant to this Fee Letter with its affiliates or with any of the other Lenders. All amounts payable under this Fee Letter shall not be subject to reduction by way of withholding, setoff or counterclaim, or be otherwise affected by, any claim or dispute relating to any other matter. In addition, all such payments will be made without deduction for any taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any federal, State or local taxing authority, or will be grossed up by you for such amounts.

It is understood and agreed that this Fee Letter shall not constitute or give rise to any obligation to provide any financing; such an obligation will arise only as set forth in the Credit Agreement, if signing of the Credit Agreement by BNPP and Borrower occurs. This Fee Letter may not be amended or waived except by an instrument in writing signed by BNPP and you. This Fee Letter shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York. You consent to the exclusive jurisdiction and venue of the United States District Court for the Southern District of New York sitting in the

Borough of Manhattan (or if such court lacks subject matter jurisdiction, the Supreme Court of the State of New York sitting in the Borough of Manhattan), as further provided in the Engagement Letter. Each party hereto irrevocably waives, to the fullest extent permitted by applicable law, (a) any right it may have to a trial by jury in any legal proceeding arising out of or relating to this Fee Letter or the transactions contemplated hereby (whether based on contract, tort or any other theory) and (b) any objection that it may now or hereafter have to the laying of venue of any such legal proceeding in the federal or state courts located in the City of New York, Borough of Manhattan. This Fee Letter may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Fee Letter and/or any document to be signed in connection with this Fee Letter and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. As used herein, “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

You agree that this Fee Letter and its contents are subject to the confidentiality, limitation of liability, expense reimbursement and indemnity provisions of the Engagement Letter. The provisions of this Fee Letter shall survive the expiration or termination of the Engagement Letter (including any extensions thereof) and the funding of the Facilities, and shall remain in full force and effect regardless of whether definitive documentation relating to the Facilities shall be executed and delivered.

Please confirm that the foregoing is our mutual understanding by signing and returning to us an executed counterpart of this Fee Letter.

[Signature Pages Follow]

Very truly yours,

BNP PARIBAS SECURITIES CORP.

By: _____
Name: _____
Title: Director

By: _____
Name: _____
Title: Vice President

BNP PARIBAS

By:  _____
Name: 
Title: Director

By:  _____
Name: 
Title: Vice President

Accepted and agreed to as of
the date first written above by:

NUVEEN, LLC

By: 
Name: 
Title: Chief Financial Officer