
JOINT DEFENCE AGREEMENT

This Joint Defence Agreement (the “**Agreement**”) is entered into by and among the undersigned as of 10 March 2026:

WHEREAS, a consortium of Tinicum Incorporated, whose registered office is at 800 Third Avenue, 40th Floor, New York, NY 10022 (together with its affiliates and any persons acting in concert (as defined in the City Code on Takeovers and Mergers (the “**Code**”), “**Tinicum**”), and Blackstone Private Investment Advisors L.L.C whose registered office is at 345 Park Avenue, New York, NY 10154 (together with its affiliates and any persons acting in concert (as defined in the Code), “**Blackstone**”) (Tinicum and Blackstone each a “**Consortium Member**” and together the “**Consortium**”), and Senior Plc, a public limited company whose registered office is at 59/61 High Street, Rickmansworth, Hertfordshire, WD3 1RH, United Kingdom and with company number 00282772 (together with its affiliates, the “**Target**”) (collectively, the “**Clients**” and, individually, each a “**Client**”) are in preliminary discussions regarding a potential transaction involving the acquisition of the entire issued and to be issued share capital of the Target by the Consortium and/or their affiliates (including by any entity formed, controlled or owned by a Consortium Member (including, without limitation (if applicable), funds managed or advised by a Consortium Member)) (the “**Potential Transaction**”). For these purposes: “**affiliates**” means, in relation to any person or entity, any person or entity who or which, directly or indirectly, controls, is controlled by, or is under common control with, such person or entity and, for the avoidance of doubt, includes (without limitation), in relation to the Consortium, any entity controlled by the relevant Consortium Member or funds managed or advised by the relevant Consortium Member; “**control**” (together with its correlative meanings, “**controlled by**” and “**under common control with**”) means, with respect to any person or entity, the possession, directly or indirectly, of power to direct or cause the direction of management, business, activities or policies of such person or entity (whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise).

WHEREAS, the Clients and their undersigned counsel believe that the Potential Transaction will require them to consider the need for and, in relevant jurisdictions, apply for competition and regulatory clearances or approvals (the “**Matter**”);

WHEREAS, the Clients and their undersigned counsel believe and anticipate, on the basis of currently available information, that the nature of the Matter and the relationship among the Clients will present various common legal and factual issues and a mutuality of interest in pursuing the Potential Transaction and any joint defence in connection with the Matter and any related litigation;

WHEREAS, the Clients wish to continue to pursue their separate but common interests, and to avoid any suggestion of waiver of the confidentiality or immunity of communications and documents protected by the attorney-client privilege, the attorney work product doctrine or any other privilege, right or immunity vis-à-vis potentially adverse parties;

WHEREAS, it is the intention and understanding of the Clients and undersigned counsel that past and future communications relating to the Matter among and between the Clients and their undersigned counsel and experts retained by one or more of the Clients or their undersigned counsel to assist with the Matter, joint interviews of prospective witnesses or any interviews obtained by undersigned counsel on behalf of a Client (in each case relating to the Matter) hereto with the knowledge and consent of the other Clients to the Agreement, are and shall remain confidential and are and shall continue to be

protected from disclosure to any third party by any and all applicable privileges, rights and immunities, except as set forth herein;

WHEREAS, in order to pursue a joint defence effectively, the Clients and their undersigned counsel have also each concluded that, from time to time, their interests will be best served by sharing confidential documents, factual material, mental impressions, advice, memoranda, interview reports, litigation or regulatory strategies, regulatory filings and other information, whether proceeding from or shared by the Clients or any of their respective subsidiaries, whether in written or oral form, including the confidences of each Client for the purposes of the Potential Transaction (collectively, the “**Defence Materials**”);

WHEREAS, Defence Materials that contain commercially sensitive information relating to a Client which that Client considers should be provided on an “Outside Counsel/Retained Experts Only” basis in order to consider the need for and, where necessary, obtain the consent of an antitrust authority or other regulatory body may be disclosed to certain external lawyers, economists or other advisers or experts advising another Client (“**Restricted Information**”);

WHEREAS, the Tinicum and the Target entered into a Non-Disclosure Agreement on 13 February 2026 (the “**NDA**”) and the Consortium and the Target entered into a clean team agreement on 3 March 2026 (the “**Clean Team Agreement**”) in connection with the Potential Transaction and the terms of the NDA and the Clean Team Agreement shall apply to the Restricted Information subject to the amendments and modifications set out in this Agreement;

WHEREAS, Blackstone has been provided with a copy of the NDA and has acknowledged and agreed to observe its terms as if it were a party to the NDA and had undertaken the same obligations as are undertaken by Tinicum;

WHEREAS, pursuant to Rule 21.3 of the Code and Practice Statement 30 (“**PS30**”) issued by the Panel on Takeovers and Mergers (the “**Panel**”), in the event of a competing offer for the Target, Restricted Information relating to the Target which has been provided on an “Outside Counsel/Retained Experts Only” basis need not be provided directly to a competing offeror, but instead will be provided on the same restricted “Outside Counsel/Retained Experts Only” basis, provided certain measures have been implemented in order to ensure that such Restricted Information will not be obtained by any of the Consortium or their respective other advisers; and

WHEREAS, it is the purpose of this Agreement to ensure that any exchange and/or disclosure of the Defence Materials contemplated herein does not diminish in any way the confidentiality of the Defence Materials and does not constitute a waiver of any privilege, right or immunity otherwise available and further to ensure that any exchange and/or disclosure of Restricted Information relating to the Target provided on an “Outside Counsel/Retained Experts Only” basis need not be provided directly to any competing offeror, but instead will be provided on the same restricted “Outside Counsel/Retained Experts Only” basis in compliance with PS30.

IT IS THEREFORE AGREED as follows:

1. Except as expressly stated in writing to the contrary (including, in particular, the additional restrictions described below in relation to the treatment of Restricted Information), any and all Defence Materials obtained by any of the undersigned counsel from each other and/or each other’s Clients are being provided solely for internal use of the Clients, their undersigned counsel

and other external advisers and external experts employed in relation to the Matter and shall remain confidential and shall be protected from disclosure to any other third party by the joint-defence privilege, the Client's attorney-client and solicitor-client privilege, the attorney work product doctrine, common interest privilege, legal professional privilege, legal advice privilege, litigation privilege and any and all other applicable privileges and immunities. All Defence Materials shall be used solely in connection with the Matter and shall not be used for any other business or commercial purpose whatsoever. Failure to mark Defence Materials as confidential shall not waive the confidential status of such privileged information or work product.

2. The undersigned counsel hereby agree that, if and to the extent that Restricted Information is disclosed to them, it will be kept confidential and disclosed only to:
 - (i) antitrust or regulatory partners, associates, employees or other staff (including support staff) of the law firms of the undersigned Clients or undersigned counsel who are working directly on the joint defence effort or any ensuing litigation, in either case with respect to the Matter (together with the undersigned counsel, "**Outside Counsel**");
 - (ii) local antitrust or regulatory counsel, economic consultants and other external advisers and external experts (including, in each case, their support staff) working at the direction of the Outside Counsel or Clients on the Matter ("**Retained Experts**" and, together with Outside Counsel, the "**External Antitrust/Regulatory Clean Team**"); and
 - (iii) subject to the prior written consent of the other Client or its respective undersigned counsel, competent antitrust and/or other regulatory authorities, as required for the purposes of obtaining antitrust and regulatory clearances or approvals in relation to the Matter,

and shall not be disclosed to any other person, entity or agent, including officers or employees of another Client (and specifically including inside counsel of another Client and the corporate (or other) deal teams at the firm(s) of the undersigned counsel for the other Client), unless previously authorised in writing by the Client providing the Defence Materials (in which case the information ceases to be Restricted Information). Members of the External Antitrust/Regulatory Clean Team may however share conclusions, advice, opinions, reports or analysis based on the Restricted Information for the purposes of providing the Clients with advice on any antitrust/regulatory risks associated with the Potential Transaction, provided that such conclusions or advice will not disclose the Restricted Information or any other information that enables the recipient to deduce the Restricted Information.

3. All Defence Materials that a Client or undersigned counsel intends to be provided as Restricted Information shall be clearly identified, and marked to the extent reasonably practicable, as "Outside Counsel/Retained Experts Only" (or equivalent). A Client or undersigned counsel shall mark electronic documents as "Outside Counsel/Retained Experts Only" by stating in the cover email that the attached Defence Materials are being provided on an "Outside Counsel/Retained Experts Only" (or equivalent) basis.
4. Restricted Information shall not include information which:
 - (i) has been expressly agreed in writing as not constituting Restricted Information by the Client that disclosed the information;

- (ii) is in the public domain prior to the disclosure;
 - (iii) subsequently comes into the public domain, except through breach of the obligations set out in the NDA, the Clean Team Agreement or this Agreement; or
 - (iv) is, on the date of this Agreement, lawfully in another Client's possession.
5. Nothing contained in this Agreement shall limit the right of a Client, its employee(s) or other agents, or the undersigned counsel, to disclose any of that Client's own documents or information, or any documents or information obtained or developed independently and not in breach of any obligations set out in this Agreement, the Clean Team Agreement or NDA, to anyone they see fit.
6. For the avoidance of doubt, the Clients may, at any time, communicate in writing to each other that certain Restricted Information need no longer be held only by the External Antitrust/Regulatory Clean Team. At this point, the relevant information is no longer Restricted Information and can be shared with individuals outside the External Antitrust/Regulatory Clean Team (including, but not limited to, members of a Client's internal legal team) on such terms as may be agreed between the Clients and provided that such individuals have been approved in advance by the Client from which the information originates and further provided that the terms of the NDA, Clean Team Agreement and any other agreement in place between the Clients regarding the disclosure of confidential information between them in connection with the Potential Transaction are observed.
7. The Clients, by each signing this Agreement, expressly consent and agree that Restricted Information of another Client exchanged pursuant to this Agreement shall not be communicated to them, notwithstanding, among other provisions, the applicable rules of legal professional conduct or any similar provisions under other national, pan-national, state or local laws. The Clients shall not request that Restricted Information of another Client be communicated to them.
8. The Clients and their undersigned counsel shall, and shall procure that any other member of the External Antitrust/Regulatory Clean Team shall, take all necessary steps to protect the confidentiality and/or applicable privilege of Defence Materials received from another Client or undersigned counsel, including, in the case of the undersigned counsel, advising all persons permitted access to the Defence Materials of the contents of this Agreement and that the Defence Materials are privileged and subject to the terms of this Agreement.
9. No Client or undersigned counsel shall assert any claim of title or ownership over any Defence Materials received from another Client or undersigned counsel, or any portion thereof. If any Defence Materials consist of computer software disclosed in object code form, no Client or undersigned counsel shall reverse engineer, reverse compile, or disassemble such object code, take any other steps to derive a source code equivalent thereof, or allow any other person to do so.
10. If any person or entity requests or demands, by subpoena or otherwise, any Defence Materials from any Client or undersigned counsel, that Client or undersigned counsel will promptly (unless prohibited by law) notify all counsel who are parties to this Agreement whose Client or who themselves may have rights in said materials and will take all steps reasonably necessary to permit the assertion of all applicable rights, privileges and immunities with respect to such

Defence Materials, including permitting the other affected parties a reasonable opportunity to intervene and be heard, and otherwise cooperate fully with the other affected parties in any judicial proceedings relating to the disclosure of Defence Materials. However, the relevant Client will not be required to notify counsel whose Clients do not have rights in, or where they themselves do not have rights in, the Defence Materials.

11. Nothing contained herein shall be deemed to create an attorney-client relationship between any undersigned counsel and anyone other than the Client of that counsel and the fact that undersigned counsel has entered this Agreement shall not in any way preclude that counsel from representing any interest that may be construed to be adverse to any other party to this Agreement or be used as a basis for seeking to disqualify any undersigned counsel from representing any other party in this or any other proceeding, whether under a grant of immunity or otherwise, because of such counsel's participation in this Agreement; it is herein represented that each undersigned counsel to this Agreement has specifically advised their respective Client of this clause.
12. Nothing contained in this Agreement shall limit the rights of any Client or undersigned counsel:
 - (i) to independently develop, procure, use and/or market products or services similar to any disclosed in Defence Materials; or
 - (ii) to use ideas, concepts, or techniques which were previously used, developed, or known by it, provided that such activity does not violate the express terms of this Agreement or any other legal right of another Client or undersigned counsel.
13. Nothing in this Agreement shall oblige any Client or undersigned counsel to share or communicate any information or Defence Materials or independently obtained or created materials with any other Client or undersigned counsel hereto.
14. Except as expressly set forth herein, no other past or future action of the Clients, course of conduct of any of the Clients, or failure to act by any of the Clients, including, without limitation, the execution or acceptance of this Agreement and the delivery and acceptance by the Clients of the Defence Materials has given rise to, will give rise to, has served as a basis for, or will serve as a basis for, any obligation or liability on the part of any of the Clients.
15. Any Client or undersigned counsel disclosing Defence Materials pursuant to this Agreement represents that it has the right to make such disclosure under this Agreement, but otherwise makes no representations or warranties, express or implied, as to the quality, accuracy, and completeness of any Defence Materials disclosed hereunder, and such Client or undersigned counsel, its affiliates and representatives shall have no liability whatsoever with respect to the use of or reliance upon the disclosed Defence Materials.
16. In the event that a Client chooses to withdraw from this Agreement, the appropriate counsel or Client shall promptly give notice of that fact to all other parties to this Agreement, and this Agreement shall terminate, except that:
 - (i) subject to Clause 19, each Client, its undersigned counsel (including its External Antitrust/Regulatory Clean Team) shall promptly return or destroy at their election, and in the case of destruction, confirm such destruction in writing (email being sufficient) to

each other Client and its undersigned counsel as soon as reasonably practicable, all Defence Materials it received from the relevant client; and

- (ii) each Client, its undersigned counsel (including its External Antitrust/Regulatory Clean Team) shall continue to be bound by the obligations of confidentiality provided herein with respect to Defence Materials previously furnished pursuant to this Agreement for a period of the earlier of: (i) 18 months from the date of the NDA; or (ii) the date of completion of the Potential Transaction. Any accrued rights under this Agreement shall survive termination.
17. Each undersigned counsel (and, if and to the extent applicable taking into account the limitations in clause 2 above, Client) shall, and shall procure that the other members of the External Antitrust/Regulatory Clean Team shall:
- (i) maintain a record of Defence Materials received, any copies made thereof and materials derived therefrom and the names of such persons to whom such information has been disclosed;
 - (ii) keep Defence Materials and any copies thereof secure and in such a way as to prevent unauthorised access by any third party;
 - (iii) if and to the extent that Defence Materials are provided in electronic format, if and to the extent possible, not store such information on any computer, word processor or other device, unless access to the file is protected by password and restricted to those individuals who are actively engaged on the Matter and bound by this Agreement;
 - (iv) limit access to Defence Materials to specific individuals who are directly involved in the Matter; and
 - (v) inform counsel of the relevant Client promptly if it becomes aware that any Defence Materials provided by that Client have been disclosed to any person otherwise than in accordance with this Agreement.
18. Notwithstanding the generality of Clauses 17, in light of considerations relating to Rule 21.3 of the Code and PS30:
- (i) Prior to receiving any Restricted Information relating to the Target, the Consortium, their undersigned counsel and any other member of the Consortium's External Antitrust/Regulatory Clean Teams shall provide to the Panel a written confirmation substantially in the forms set out in Appendix 1 Part A – Part D, or in such other form as the Panel requires. The Consortium and their undersigned counsel agree and acknowledge that the relevant confirmations being given by them and to be given by any other member of the Consortium's External Antitrust/Regulatory Clean Teams are being given by them for the benefit of the Target and may be relied upon and enforced by the Target as if expressly set out in the Target's favour in this Agreement. The Consortium shall take all necessary and reasonable steps to ensure that they and their External Antitrust/Regulatory Clean Teams comply with the arrangements set out in Appendix 1 and this clause 18 in respect of the Restricted Information.

- (ii) The Consortium's undersigned counsel shall as promptly as practicable inform the Target's undersigned counsel and the Panel in the event that there has been a breach of any of the confirmations provided to the Panel pursuant to clause 18(i) above.
- (iii) The Consortium or their undersigned counsel shall procure that a list of individuals who are part of their respective External Antitrust/Regulatory Clean Teams shall be maintained by each firm that is a member of the their respective External Antitrust/Regulatory Clean Team and there shall be a nominated individual at each firm that is a member of their respective External Antitrust/Regulatory Clean Teams primarily responsible for ensuring compliance with this Agreement (the "**Responsible Person**").
- (iv) Pursuant to paragraph 4.1(b) of PS 30, the Consortium's undersigned counsel confirms that Anna Mitchell has been appointed as the individual who has taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by the Consortium's External Antitrust/Regulatory Clean Team and will review all advice to be provided by any member of their External Antitrust/Regulatory Clean Team to the Consortium to ensure that it does not disclose any Restricted Information relating to the Target or any other information which enables the Consortium to deduce the Restricted Information relating to the Target.
- (v) The Consortium and their respective undersigned counsel shall, and shall procure that each other member of their respective External Antitrust/Regulatory Clean Teams shall, ensure that:
 - (a) if and to the extent any merger notifications, filings and submissions themselves include Restricted Information and (whether in draft or submitted form) are shared with the Consortium, such Restricted Information will be redacted before these documents are shared;
 - (b) if and to the extent the Consortium or any of their advisers who are not members of the External Antitrust/Regulatory Clean Team are to participate in meetings or calls with any relevant antitrust or regulatory authorities or are to receive correspondence from any such authorities, appropriate agreements will be put in place to ensure that no Restricted Information is provided to the relevant Consortium Member or such other advisers;
 - (c) Restricted Information will be provided separately from any other data and information being provided in connection with the Potential Transaction (e.g. non-confidential business information needed for the antitrust or regulatory analysis, any other information exchanged by the parties for the purposes of due diligence or other analysis required in connection with the Potential Transaction);
 - (d) when receiving Restricted Information, it will be properly ring-fenced (including from the corporate and transactional legal deal teams);
 - (e) if and to the extent Restricted Information is provided by email, or documents or materials containing or derived from the information are circulated by email,

all such emails or documents will be filed to a separate ring-fenced filing system to which there is restricted access;

- (f) if and to the extent Restricted Information is provided via a dedicated online data room (the “VDR”), only the members of the External Antitrust/Regulatory Clean Teams will have access to the VDR and, in the event of a conflict between the terms of this Agreement and any ‘click and accept’ terms required to be accepted to enter such VDR, the terms of this Agreement shall take precedence over any such ‘click and accept’ terms; and
 - (g) if any member of the External Antitrust/Regulatory Clean Teams advises that it cannot put in place the ring-fenced safeguards set out at sub-clauses 18(v)(d) to (f) (e.g. due to IT limitations), then no Restricted Information will be provided to these members and they will not be provided to the Consortium’ External Antitrust/Regulatory Clean Teams until such alternative structure has also been agreed with the Panel.
19. Within 30 days after termination of the Potential Transaction, or termination of discussions or negotiations on the Potential Transaction, each Client and undersigned counsel shall, and shall procure that each member of their respective External Antitrust/Regulatory Clean Team shall, return or destroy (and confirm such destruction in writing) all Defence Materials furnished by any Client or member of the other External Antitrust/Regulatory Clean Teams pursuant to this Agreement, except if and to the extent otherwise required by law or by any applicable regulatory requirements or so as to comply with a bona fide records retention policies and automatic archiving procedures.
20. This Agreement, its terms, and the activities conducted pursuant to this Agreement, constitute confidential Defence Materials. Each Client and undersigned counsel agrees not to disclose this Agreement or its terms to anyone except insofar as permitted under the terms of this Agreement; provided that a copy of this Agreement may be provided to the Panel upon request and uploaded to the Clients’ offer specific websites as required under the Code.
21. This Agreement shall be binding upon each Client’s respective successors, legal representatives and permitted assigns. This Agreement is solely for the benefit of the Clients hereto.
22. This Agreement is to be governed by, and construed in accordance with, English law. Any matter claim or dispute arising out of or in connection with this Agreement, whether contractual or noncontractual, and the relationship between the parties and the conduct of any negotiations in relation to the Potential Transaction are to be governed by and determined in accordance with English law. Each party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement or the relationship between the parties or the conduct of any negotiations in relation to the Potential Transaction.
23. Each Consortium Member:

- (i) may notify the Target of the identity of its agent for the receipt of any claim forms, application notices, orders or judgments (“**Service Documents**”) within ten (10) days of the date of this Agreement;
 - (ii) failing such notification, the Target shall be entitled by notice to the relevant Consortium Member to appoint an agent to act on their behalf; and
 - (iii) agrees that any Service Document may be effectively served on it in connection with any proceeding, suit or action arising out of or in connection with this Agreement, whether contractual or non-contractual, and the relationship between the parties and the conduct of any negotiations in relation to the Potential Transaction in England and Wales by service on such agent effected in any manner permitted by the Civil Procedure Rules.
24. This Agreement constitutes the entire and complete joint defence agreement between the Clients and undersigned counsel and supersedes any earlier joint defence agreements between or among any of the undersigned regarding the Potential Transaction, whether written or oral, pursuant to which Defence Materials have been exchanged. Notwithstanding the foregoing, the NDA and the Clean Team Agreement are excluded from this provision and remain in force.
25. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibitions or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
26. Each Client and undersigned counsel shall, and each Client shall direct that any External Antitrust/Regulatory Clean Team member retained by it shall, promptly notify the other Clients upon becoming aware of any breach of this Agreement or in the case of any Consortium Member and its counsel, breach of any of the confirmations provided to the Panel in accordance with clause 18(i) above.
27. The Clients and undersigned counsel each acknowledge and agree that a breach of this Agreement by any Client, or member of the External Antitrust/Regulatory Clean Teams may cause continuing and irreparable injury to the business of a Client as a direct result of such violation, for which remedies at law may be inadequate, and that any Client shall therefore be entitled, in the event of any actual or threatened violation of this Agreement or such confirmations by another Client or anyone retained by such Client, and in addition to any other remedies available to it, to seek a temporary restraining order and to seek injunctive relief against another Client to prevent any violations of this Agreement, and to seek any other appropriate equitable relief and no proof of special damages will be necessary to enforce the terms of this Agreement.
28. No failure or delay by any Client or undersigned counsel to this Agreement to exercise any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

29. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
30. This Agreement may not be amended or modified except by a written agreement signed by each Client and undersigned counsel hereto, provided that any Client may unilaterally designate additional counsel representing such Client with respect to the Potential Transaction or the Matter (“**Additional Counsel**”), provided that Defence Materials and Restricted Information may only be disclosed to an Additional Counsel once that Additional Counsel has agreed to be bound by the terms of the Agreement as if it were original Outside Counsel by:
- (i) executing a copy of Appendix 2 of this Agreement and delivering such executed copy to the Target or its undersigned counsel (with respect to Additional Counsel appointed by a Consortium Member), or the Consortium or its undersigned counsel (with respect to Additional Counsel appointed by the Target); and
 - (ii) with respect to Additional Counsel for a Consortium Member, executing a letter in substantially the form contained in Part C of Appendix 1 to this Agreement and delivering it to the parties and the Panel.
31. In the event that Additional Counsel is appointed pursuant to clause 30 above, such Additional Counsel shall become a party to this Agreement in all respects as if they were original undersigned counsel and references to Outside Counsel in this Agreement shall include such Additional Counsel.
32. The Clients agree that this Agreement may be executed by way of electronic signatures and the Clients agree that the electronic signature has the same binding effect as a physical signature. For the avoidance of doubt, the Clients agree that this Agreement, or any part thereof, shall not be denied legal effect, validity or enforceability solely on the ground that it is in the form of an electronic record.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above

SIGNED by [REDACTED] CCO
for and on behalf of **Tinicum Incorporated**

[REDACTED] ...

SIGNED by
for and on behalf of **Blackstone Private
Investment Advisors L.L.C**

.....

SIGNED by [REDACTED]
for and on behalf of **Linklaters LLP**
Counsel to **the Consortium**

.....

SIGNED by
for and on behalf of **Senior plc**

SIGNED by [REDACTED]
for and on behalf of **Slaughter and May**
Counsel to Senior plc

.....

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Counsel to **the Consortium**

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for and on behalf of **Linklaters LLP**
Counsel to **the Consortium** [REDACTED]

SIGNED by
for and on behalf of **Senior plc**

SIGNED by [REDACTED]
for and on behalf of **Slaughter and May**
Counsel to Senior plc

SLAUGHTER AND MAY

EXECUTION VERSION
CONFIDENTIAL

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Counsel to **the Consortium**

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[REDACTED]

SIGNED by [REDACTED]

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Counsel to **Senior plc**

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Counsel to **the Consortium**
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SIGNED by

for and on behalf of **Senior plc**

SIGNED by 

for and on behalf of **Slaughter and May**
Counsel to **Senior plc** 

APPENDIX 1

Part A

Form of Confirmation of Consortium Member

Blackstone

Private and Confidential

██████████
The Takeover Panel
One Angel Court
London
EC2R 7HJ

By Email

10 March 2026

Dear ██████████

Consortium of Tincum Incorporated and Blackstone Private Investment Advisors L.L.C, (together with their respective affiliates and any persons acting in concert (as defined in the Code)) (“Consortium”) / Senior plc (“Target”)

We refer to the discussions you have had with Slaughter and May regarding regulatory clearances with reference to a possible transaction involving the Consortium and Target (the “**Potential Transaction**”).

Pursuant to paragraph 4.1(C) of Practice Statement No.30, issued by the Takeover Panel and dated 8 October 2015 (last amended 11 December 2023), Blackstone Private Investment Advisors L.L.C confirms that:

- (i) we waive any rights to request the Restricted Information from any member of the External Antitrust/Regulatory Clean Team and waive any legal or professional obligations of disclosure which any member of the External Antitrust/Regulatory Clean Team may owe to us in respect of the Restricted Information;
- (ii) no director or employee of Blackstone Private Investment Advisors L.L.C will receive or have access to any Restricted Information until the offer becomes unconditional; and
- (iii) we will promptly inform the Takeover Panel if any Restricted Information comes into our possession.

Defined terms used in this letter have the same meanings as in the Joint Defence Agreement between, inter alia, the Consortium and the Target dated 10 March 2026.

Yours sincerely,

SIGNED by [REDACTED]

[REDACTED]

for and on behalf of Blackstone Private
Investment Advisors L.L.C

APPENDIX 1

Part A

Form of Confirmation of Consortium Member

TINICUM INCORPORATED

800 Third Avenue - 40th Floor
New York, New York 10022
(212) 446-9300 Fax (212) 750-9264

Private and Confidential

████████████████████

The Takeover Panel
One Angel Court
London
EC2R 7HJ

By Email

10 March 2026

Dear ████████████████████

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- (iii) we will promptly inform the Takeover Panel if any Restricted Information comes into our possession.

Defined terms used in this letter have the same meanings as in the Joint Defence Agreement between, inter alia, the Consortium and the Target dated 10 March 2026.

Yours sincerely,

SIGNED by [REDACTED] CCO

[REDACTED]

for and on behalf of Tinicum Incorporated

Part B

Form of Confirmation of External Antitrust/Regulatory Legal Counsel for the Consortium

Linklaters

Linklaters LLP
20 Ropemaker Street
London EC2Y 9AR
Telephone (+44) 20 7456 2000
Facsimile (+44) 20 7456 2222
DX Box Number 10 CDE
[REDACTED]

Private and Confidential

[REDACTED]
The Takeover Panel
One Angel Court
London
EC2R 7HJ

By Email

10 March 2026

Dear [REDACTED]

Consortium of Tincum Incorporated and Blackstone Private Investment Advisors L.L.C, (together with its affiliates and any persons acting in concert (as defined in the Code)) (“Consortium”) / Senior plc (“Target”)

We are retained as external legal counsel by the Consortium to advise on antitrust and/or regulatory clearances relating to a possible transaction involving the Consortium and Target (the “**Potential Transaction**”).

Pursuant to paragraph 4.1(a) of Practice Statement No.30 issued by the Takeover Panel and dated 8 October 2015 (last amended 11 December 2023) (**PS 30**), we attach in the Annex a list of the key individuals proposed to be included in the External Antitrust/Regulatory Clean Team, including their positions and roles on the Potential Transaction.

Pursuant to paragraph 4.1(b) of PS 30, we confirm that we have appointed Anna Mitchell as the individual who has taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by Linklaters LLP who will review all advice to be provided by any member of the External Antitrust/Regulatory Clean Team to the Consortium to ensure that it does not disclose any Restricted Information or any other information which enables the Consortium to deduce the Restricted Information.

Pursuant to paragraph 4.1(d) of PS 30, we confirm that:

- (i) we will not disclose any Restricted Information, or other information which enables a person to deduce the Restricted Information, to the Consortium or any person outside

the External Antitrust/Regulatory Clean Team other than the relevant regulatory authorities;

- (ii) effective information barriers and procedures have been implemented in order to ensure that the Restricted Information may only be accessed by members of the External Antitrust/Regulatory Clean Team; and
- (iii) we will promptly inform the Takeover Panel if we become aware that any Restricted Information has come into the possession of anyone other than the members of the External Antitrust/Regulatory Clean Team.

If and to the extent that it is determined to be necessary or appropriate to instruct law firms in other jurisdictions over and above those already set out in the accompanying submission, for which corresponding confirmations have been provided, we will provide the Takeover Panel with the names of any such additional firms to be instructed and will seek the Takeover Panel's permission to provide Restricted Information to them on the basis of PS30.

Defined terms used in this letter have the same meanings as in the Joint Defence Agreement between, inter alia, the Consortium and the Target dated 10 March 2026.

Yours sincerely,

[Redacted signature]

[Redacted name]

ANNEX

LIST OF KEY INDIVIDUALS

PROPOSED TO BE INCLUDED IN THE ANTITRUST/REGULATORY CLEAN TEAM

Name	Role	Role in the Potential Transaction
[REDACTED]	Partner	Counsel to the Consortium
[REDACTED]	Partner	Counsel to the Consortium
[REDACTED]	Partner	Counsel to the Consortium
[REDACTED]	Partner	Counsel to the Consortium
[REDACTED]	Counsel	Counsel to the Consortium
[REDACTED]	Associate	Counsel to the Consortium
[REDACTED]	Associate	Counsel to the Consortium

Simpson Thacher

Form of Confirmation of Additional Counsel

Private and Confidential

[REDACTED]

The Takeover Panel One Angel Court London
EC2R 7HJ

By Email

10 March 2026

Dear [REDACTED]

**Consortium of Tinicum Incorporated and Blackstone Private Investment Advisors L.L.C,
(together with its affiliates and any persons acting in concert (as defined in the Code))
("Consortium") / Senior plc ("Target")**

We are retained as external legal counsel by Blackstone Private Investment Advisors L.L.C to advise on antitrust and/or regulatory clearances relating to a possible transaction involving the Consortium and Target (the "**Potential Transaction**").

We have read the joint defence agreement dated 10 March 2026 between the Target, the Consortium, Slaughter and May and Linklaters LLP ("**JDA**") and agree to be bound by the terms of the JDA as though we were Outside Counsel to the JDA. Capitalised terms used but not defined in this letter shall have the meaning given to them in the JDA.

Pursuant to paragraph 4.1(a) of Practice Statement No.30 issued by the Takeover Panel and dated 8 October 2015 (last amended 11 December 2023) (**PS 30**), we attach in the Annex a list of the key individuals proposed to be included in the External Antitrust/Regulatory Clean Team, including their positions and roles on the Potential Transaction.

Pursuant to paragraph 4.1(b) of PS 30, we confirm that we have appointed Antonio Bavasso as the individual who has taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by Simpson Thacher & Bartlett LLP.

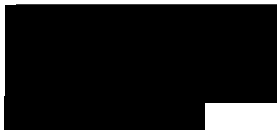
Pursuant to paragraph 4.1(d) of PS 30, we confirm that:

- (i) we will not disclose any Restricted Information, or other information which enables a person to deduce the Restricted Information, to the Consortium or any person outside the External Antitrust/Regulatory Clean Team other than the relevant regulatory authorities;
- (ii) effective information barriers and procedures have been implemented in order to ensure that the Restricted Information may only be accessed by members of the External Antitrust/Regulatory Clean Team; and

Simpson Thacher

- (iii) we will promptly inform the Takeover Panel if we become aware that any Restricted Information has come into the possession of anyone other than the members of the External Antitrust/Regulatory Clean Team.

Yours sincerely,

A large black rectangular redaction box covering the signature area.



ANNEX

LIST OF KEY INDIVIDUALS

PROPOSED TO BE INCLUDED IN THE ANTITRUST/REGULATORY CLEAN TEAM

Name	Role	Role in the Potential Transaction
[REDACTED]	Partner	Counsel to Blackstone Private Investment Advisors L.L.C
[REDACTED]	Counsel	Counsel to Blackstone Private Investment Advisors L.L.C
[REDACTED]	Associate	Counsel to Blackstone Private Investment Advisors L.L.C
[REDACTED]	Associate	Counsel to Blackstone Private Investment Advisors L.L.C

Part D

Form of Confirmation of Retained Expert Firm

[Letterhead of the Consortium's economists or other experts – if relevant]

Private and Confidential

[insert]

The Takeover Panel
One Angel Court London
EC2R 7HJ

By Email

[Date]

Dear [insert],

Consortium of Tinicum Incorporated and Blackstone Private Investment Advisors L.L.C (together with its affiliates and any persons acting in concert (as defined in the Code)) (“Consortium”) / Senior plc (“Target”)

We are retained by the Consortium to assist in the analysis and preparation of filings and submissions for antitrust and/or regulatory clearances in relation to a possible transaction involving the Consortium and the Target (the “**Potential Transaction**”).

Pursuant to paragraph 4.1(a) of Practice Statement No.30 issued by the Takeover Panel and dated 8 October 2015 (last amended 11 December 2023) (**PS 30**), we attach in the Annex a list of the key individuals proposed to be included in the External Antitrust/Regulatory Clean Team, including their positions and roles on the Potential Transaction.

Pursuant to paragraph 4.1(b) of PS 30, we confirm that we have appointed [name of Responsible Person] as the individual who has taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by [consulting firm].

Pursuant to paragraph 4.1(d) of PS 30, we confirm that:

- (i) we will not disclose any Restricted Information, or other information which enables a person to deduce the Restricted Information, to the Consortium or any person outside the External Antitrust/Regulatory Clean Team other than the relevant regulatory authorities;
- (ii) effective information barriers and procedures have been implemented in order to ensure that the Restricted Information may only be accessed by members of the External Antitrust/Regulatory Clean Team; and

- (iii) we will promptly inform the Takeover Panel if we become aware that any Restricted Information has come into the possession of anyone other than the members of the External Antitrust/Regulatory Clean Team.

Defined terms used in this letter have the same meanings as in the Joint Defence Agreement between, inter alia, the Consortium (as defined therein) and the Target dated _____ 2026.

Yours sincerely,

[Responsible Person must be signatory to this confirmation]

ANNEX

LIST OF KEY INDIVIDUALS

PROPOSED TO BE INCLUDED IN THE ANTITRUST/REGULATORY CLEAN TEAM

Name	Team	Role in the Potential Transaction
[●]	[●]	[●]
[●]	[●]	[●]
[●]	[●]	[●]
[●]	[●]	[●]
[●]	[●]	[●]
[●]	[●]	[●]
[●]	[●]	[●]

APPENDIX 2

Form of Additional Counsel Letter

To: *[The other Client and/or its Outside Counsel]*

Date: *[Date]*

By Email

Consortium of Tinicum Incorporated and Blackstone Private Investment Advisors L.L.C, (together with their respective affiliates and any persons acting in concert (as defined in the Code)) (“Consortium”) / Senior plc (“Target”)

Dear *[insert name]*

We have read the joint defence agreement dated *[date]* between the Target, the Consortium, Slaughter and May and Linklaters LLP (“**JDA**”) and agree:

- (i) to be bound by the terms of the JDA as though we were original Outside Counsel to the JDA;
- (ii) not to disclose to anyone any Defence Materials or Restricted Information other than as permitted by the JDA; and
- (iii) that we will only use Defence Materials or Restricted Information disclosed to us for the purpose of pursuing the Potential Transaction and any joint defence in connection with the Matter and any related litigation.

Defined terms used in this letter have the same meanings as in the Joint Defence Agreement between, inter alia, the Consortium (as defined therein) and the Target dated _____ 2026.

Yours sincerely,

[Responsible Person must be signatory to this confirmation]