

April 7, 2026

To: Zeus US Bidco, LLC
c/o Tincum Incorporated
800 Third Avenue
40th Floor
New York, NY 10022

and

Zeus UK Bidco Limited
40 Berkeley Square
London
United Kingdom, W1J 5AL

From: Each of the funds set out in Schedule A, Tincum Flow Aggregator LLC and Tincum Lantern III L.L.C.

Re: Commitment to Purchase Securities

Capitalized terms used but not defined herein have the meanings ascribed to them in the Rule 2.7 Announcement (the "Rule 2.7 Announcement").

1. In connection with the Rule 2.7 Announcement and concurrently with the delivery of this letter agreement, Zeus US Bidco, LLC ("Zeus US") and Zeus UK Bidco Limited ("Purchaser") have received an equity commitment letter (the "Co-Investor Commitment Letter"), dated as of the date hereof, from Blackstone Capital Partners IX L.P. and Blackstone Capital Partners IX (LUX) SCSp (together, "Blackstone") (each, a "Co-Investor" and collectively, the "Co-Investors") committing, on the terms and subject to the conditions set forth therein, to purchase or cause entities controlled by or under common control with them to directly or indirectly purchase, or cause the purchase of, the securities or other equity interests of Purchaser, by way of direct and/or indirect contributions in cash up to their Pro Rata Percentage of the Commitment (in relation to the Co-Investor, such amount, the "Co-Investor Commitment"). "Pro Rata Percentage" means, with respect to the Investor, 38.91%, and with respect to the Co-Investors, 61.09%.

2. Commitments.

(a) Investor Commitment. The parties set forth in Schedule A hereto together with Tincum Flow Aggregator LLC and Tincum Lantern III L.L.C. (collectively, the "Investor") hereby commit, upon the satisfaction of the Funding Conditions (as defined below) and subject to the terms and limitations set forth herein, that, as soon as reasonably practicable after the Effective Date (and in any event to be received by Zeus US in sufficient time to allow Zeus US to pay the Zeus US Commitment (as defined below) in accordance with its terms), the Investor shall pay or procure entities controlled by or under common control with them and the Co-Investor to pay to Zeus US, by way of direct and /or indirect contributions, an amount in cash up to the Investor's Pro Rata Percentage of USD 1,195,000,000, (the "Commitment" and the amount of the Investor's Pro Rata Percentage of the Commitment equal to USD 465,000,000, the "Investor Commitment"), which amount shall be used by Zeus US (and/or any such other issuer of such securities, as applicable) solely for the purpose of funding, to the extent necessary, the Zeus US Commitment (as defined below). The aggregate maximum liability of the Investor under this letter

agreement shall at no time exceed the Investor Commitment. Each of the parties set forth in Schedule A may structure its investment in any manner it desires and may satisfy its obligation to fund the Investor Commitment directly or indirectly through one or more affiliated entities or other co-investors designated by it; provided, that no such action shall reduce the Investor Commitment amount or otherwise affect the Investor's obligations hereunder.

(b) Zeus US Commitment. Zeus US hereby irrevocably undertakes to the Purchaser, as soon as reasonably practicable following receipt of the Investor Commitment and subject to the terms and limitations set forth herein, that Zeus US shall pay, and the Investor shall procure that Zeus US shall pay, to the Purchaser, by way of direct contribution, an amount in cash up to GBP 1,276,253,494.66 to be received by the Purchaser in time to allow the Purchaser to pay the Cash Consideration when due under the terms of the Acquisition (and any related out-of-pocket fees and expenses of Purchaser incurred in connection with the Acquisition) ("Closing Payments") (the "Zeus US Commitment"), which amount shall be used by the Purchaser solely for the purpose of funding, to the extent necessary, the Investor's Pro Rata Percentage of the payments required to be made within 14 days after the Effective Date by Purchaser to pay the Closing Payments. The aggregate maximum liability of Zeus US under this letter agreement shall at no time exceed the Zeus US Commitment.

For the purposes of this letter agreement to "procure" shall mean taking such steps to procure the relevant matter, including undertaking to exercise its voting rights (to the extent applicable) and to use any and all other powers vested in it from time to time.

3. The amount of the Zeus US Commitment to be funded under this letter agreement may be reduced pound-for-pound in the event that Purchaser does not require all of the Commitment to pay the Closing Payments by reason of Purchaser having obtained funds from other sources (including debt financing sources) actually used by Purchaser to make the Closing Payments, but only to the extent that (i) it will be possible for Purchaser to consummate the Acquisition with Zeus US contributing less than the full amount of the Zeus US Commitment and (ii) no such reduction shall adversely affect or delay the consummation of the Acquisition. To the extent that for any reason Zeus US purchases or contributes an amount less than the Zeus US Commitment in accordance with the immediately preceding sentence, the corresponding obligations of: (a) Zeus US to fund the Zeus US Commitment hereunder shall be similarly reduced on a *pro rata* basis (and without duplication) automatically and without any further action of Purchaser, Zeus US, the Investor or any other person or entity; and (b) the Investor to fund the Investor Commitment hereunder shall be similarly reduced on a *pro rata* basis (and without duplication) automatically and without any further action of Purchaser, Zeus US, the Investor or any other person or entity. The Investor Commitment and the Zeus US Commitment are each payable only on or after the Effective Date upon: (1) in the case of the Investor Commitment, satisfaction of the conditions set forth in Section 4 hereof; and (2) in the case of the Zeus US Commitment, upon receipt of the Investor Commitment by Zeus US and, in each case, only for the purpose described herein and the Investor Commitment and the Zeus US Commitment shall not be payable at any other time, under any other circumstance or for any other purpose.

4. Conditions. The Investor's obligations under this letter agreement, including the obligation of the Investor to fund or procure the funding of the Investor Commitment, shall be conditioned solely upon the Acquisition (a) becoming effective in accordance with its terms (if implemented as a Scheme) in accordance with the requirements of the Code, any further requirements of the UK Takeover Panel and the Companies Act 2006, or (b) becoming or being declared unconditional (if implemented as a Takeover Offer) in accordance with the Code, any further requirements of the UK Takeover Panel and the Companies Act 2006, in each case, as described in the Rule 2.7 Announcement (collectively, the "Funding Conditions").

5. Enforceability; Third Party Beneficiaries. This letter agreement is solely for the benefit of the Investor, Zeus US and Purchaser (collectively, the “Parties”) and may be enforced only by the Parties, and is not intended to, nor does it, expressly or impliedly, confer any benefits on, or create any enforceable rights or remedies in favor of, any Person other than the Parties, provided, further, that the Investor Affiliates (as defined below) are express third party beneficiaries of this letter agreement and are entitled to enforce the terms hereof. For the avoidance of doubt, (i) in no event shall any Person be entitled to exercise its rights as a third-party beneficiary hereunder (including to cause the Investor Commitment to be funded in accordance with the terms hereof) unless and until such time as the conditions in Section 4 above have been satisfied and (ii) neither the Investor nor Zeus US shall have any liability of any nature whatsoever for monetary damages for any breach of any provision of this letter agreement.

6. Amendment; Entire Agreement. This letter agreement may not be amended without the prior written consent of the Parties. This letter agreement and the Bid Conduct Agreement, dated as of the date hereof, by and between the Co-Investors constitute the entire agreement, and supersede all prior agreements, understandings and statements, written or oral, between the Investor and Purchaser with respect to the Commitment.

7. Assignment. The Investor may assign all or a portion of its obligations to fund the Investor Commitment to any of its affiliates without the prior consent of Purchaser; provided, that such assignment does not impair, delay or prevent the Scheme (or Takeover Offer) from becoming effective; and, provided, further, that the Investor shall remain liable for the Investor Commitment, notwithstanding any such permitted assignment. The rights of Purchaser under or in connection with this letter agreement may not be assigned in any manner without the Investor’s prior written consent, and any attempted assignment in violation of this provision shall be null and void.

8. Governing Law and Jurisdiction. This letter (which is not expressed to be governed by another law) and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by the law of England and Wales. Each party to this letter irrevocably submits to the exclusive jurisdiction of the courts of England to settle any dispute which may arise out of or in connection with this letter and that accordingly any proceedings arising out of or in connection with this letter shall be brought in such courts.

9. Counterparts; Electronic Delivery. This letter agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. An executed copy of this letter agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original copy of this Agreement.

10. Confidentiality. This letter agreement shall be treated as confidential and is being provided to Purchaser solely in connection with the Acquisition. This letter agreement may not be used, circulated, quoted or otherwise referred to in any document, except with the written consent of the Parties; provided, however, that the Parties may disclose the existence of this letter agreement to the extent required by the Code, applicable law or regulation or in connection with any litigation relating to the Acquisition or to each Party’s affiliates and their respective officers, directors, trustees, members, partners, employees, advisors, representatives, agents and financing sources.

11. Termination. This letter agreement and the obligations of the Investor and Zeus US hereunder, including the Investor’s obligation to fund the Investor Commitment and Zeus US’ obligation to fund the Zeus US Commitment, will terminate automatically and immediately, without any further action by any Party and without any further liability or obligation on the part of the Investor or Zeus US, upon the earliest to occur of (a) completion of the Acquisition pursuant to and in accordance with the

terms of the Rule 2.7 Announcement and satisfaction by Purchaser of its payment obligations in full thereunder, including, if the Acquisition is implemented by way of a Takeover Offer, payment obligations under any squeeze-out process, and (b) the Acquisition (whether implemented by way of a Scheme or a Takeover Offer) lapsing or terminating in accordance with its terms as described in the Rule 2.7 Announcement, provided that a switch from a Scheme to a Takeover Offer or a Takeover Offer to a Scheme (or any amendment to the terms or conditions of the Acquisition), shall not amount to a lapse or termination for the purposes of this paragraph; provided, that Sections 8, 10, 12, 13 and 14 shall survive any such termination.

12. No Recourse. Purchaser acknowledges and agrees that (a) no Person other than the Investor and Zeus US has any obligation or liability hereunder and (b) neither Purchaser nor any third-party beneficiary of Purchaser may bring any lawsuit or proceeding or make any claim against or demand of any direct or indirect former, current or future equity holder, controlling Person, director, trustee, officer, employee, agent, affiliate, member, manager or general or limited partner of any Investor, or any former, current or future direct or indirect equity holder, controlling Person, director, trustee, officer, employee, agent, general or limited partner, member, manager or affiliate of any of the foregoing (collectively, but not including the Investor and Zeus US, the “Investor Affiliates”), whether by or through attempted piercing of the corporate or any limited liability or similar veil, by or through a claim by or on behalf of Purchaser against any Investor Affiliate or any other Person, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or other applicable law, or otherwise; it being expressly agreed and acknowledged that no liability whatsoever shall attach to, be imposed on, or otherwise be incurred by any Investor Affiliate, for any obligation of the Investor and/or Zeus US under this letter agreement, the Rule 2.7 Announcement or the transactions contemplated hereby or thereby, under any documents or instruments delivered in connection herewith or therewith, in respect of any representations made or alleged to be made in connection herewith or therewith or for any claim (whether in at law or in equity, in tort, contract or otherwise) based on, in respect of, or by reason of, such obligations or their creation.

Purchaser further agrees that neither it nor any of its affiliates shall have any right of recovery against Zeus US, the Investor, any Investor Affiliates or any assignee permitted in accordance with Section 6 hereof, whether by piercing of the corporate or any limited liability or similar veil, by a claim on behalf of Purchaser against Zeus US, the Investor or any Investor Affiliates, or otherwise, except for Purchaser’s right to be capitalized solely by Zeus US under and to the extent provided in this letter agreement and subject to the terms hereof. Purchaser hereby covenants and agrees that it shall not institute, and shall cause its controlled affiliates not to institute, any lawsuit or other proceeding or make any other claim (whether in tort, contract or otherwise) arising under, or in connection with, the Rule 2.7 Announcement or the transactions contemplated thereby, or in respect of any representations made or alleged to be made in connection therewith, against Zeus US, any Investor or any Investor Affiliate except for claims solely against Zeus US and/or any Investor to fund the Zeus US Commitment and the Investor Commitment. In no event shall Purchaser or any Person be entitled to recover any monetary damages against Zeus US, the Investor, under any theory of liability (including in lieu of specific performance).

13. Relationship/Liability. The Parties acknowledge and agree that (a) this letter agreement is not intended to, and does not, create any agency, partnership, fiduciary or joint venture relationship between any Party and any other Party and neither this letter agreement nor any other document or agreement entered into by any Party relating to the subject matter hereof shall be construed to suggest otherwise, and (b) the obligations of the Investor under this letter agreement are solely contractual in nature.

14. Severability. Each of the provisions of this letter agreement is severable. If any provision is held to be or becomes invalid or unenforceable in any respect under the law of any jurisdiction, such provision shall have no effect in that respect and the parties shall use all reasonable efforts to replace

it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

15. Specific Performance. Each Party acknowledges that the other Parties would be irreparably damaged if any Party does not satisfy its obligations under this letter agreement, including, with respect to the Investor, its obligation to fund the Investor Commitment, and with respect to Zeus US, its obligation to fund the Zeus US Commitment, or the portion of the Investor Commitment and the Zeus US Commitment required to be funded hereunder, as, when and to the extent required by the express terms of this letter agreement, and that any non-performance or breach of such obligations could not be adequately compensated by monetary damages and that the other Parties would not have any adequate remedy at law and, accordingly, each Party shall be entitled to enforce such obligations under this letter agreement in accordance with the express terms of this letter agreement (solely to the extent described in 5 of this letter agreement) by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches of such obligations without posting any bond or other undertaking. The Parties agree that they will not oppose the granting of specific performance on the basis that the other Parties have an adequate remedy at law.

16. Representations and Warranties.

(a) Investor. The Investor hereby represents and warrants to Zeus US that:

(i) the Investor has all necessary power and authority to execute, deliver and perform this letter agreement, and the execution, delivery and performance of this letter agreement has been duly authorized by all necessary action and does not contravene any provision of the Investor's organizational documents or any law, regulation, rule, decree, order or judgment binding on the Investor or its assets;

(ii) this letter agreement constitutes a legal, valid and binding obligation of the Investor enforceable against the Investor in accordance with its terms (subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting creditors' rights generally and (ii) general equitable principles (whether considered in a proceeding in equity or at law));

(iii) all consents, approvals, authorizations, permits of, filings with and notifications to, any Governmental Entity necessary for the due execution, delivery and performance of this letter agreement by the Investor have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any Governmental Entity is required in connection with the execution, delivery or performance of this letter agreement; and

(iv) the Investor has the financial capacity to pay and perform its obligations under this letter agreement, including by having at all times prior to the termination of this letter agreement available unrestricted and unencumbered commitments from its limited partners or unrestricted and unencumbered cash on hand in an amount not less than the Investor Commitment, which is and shall at all times prior to the termination of this letter agreement be available to be called (as applicable) and paid in accordance with the terms of this letter agreement without contravening any of the Investor's organizational documents or other contractual obligations.

(b) Zeus US. Zeus US hereby represents and warrants to Purchaser that:

(i) Zeus US has all necessary power and authority to execute, deliver and perform this letter agreement, and the execution, delivery and performance of this letter agreement has been duly authorized by all necessary action and does not contravene any provision of the Investor's organizational documents or any law, regulation, rule, decree, order or judgment binding on Zeus US or its assets;

(ii) this letter agreement constitutes a legal, valid and binding obligation of Zeus US enforceable against the Investor in accordance with its terms (subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting creditors' rights generally and (ii) general equitable principles (whether considered in a proceeding in equity or at law));

(iii) all consents, approvals, authorizations, permits of, filings with and notifications to, any Governmental Entity necessary for the due execution, delivery and performance of this letter agreement by Zeus US have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any Governmental Entity is required in connection with the execution, delivery or performance of this letter agreement; and

(c) subject to the receipt by Zeus US of the Investor Commitment and the related commitments from the Co-Investors under the Co-Investor Commitment Letter, Zeus US has the financial capacity to pay and perform its obligations under this letter agreement, including by having at all times prior to the termination of this letter agreement available unrestricted and unencumbered commitments from its limited partners or unrestricted and unencumbered cash on hand in an amount not less than the Zeus US Commitment, which is and shall at all times prior to the termination of this letter agreement be available to be called (as applicable) and paid in accordance with the terms of this letter agreement without contravening any of Zeus US's organizational documents or other contractual obligations.

17. No Partnership. Purchaser acknowledges and agrees that (a) this letter agreement and the Co-Investor Commitment Letters are not intended to, and do not, create any agency, partnership, fiduciary or joint venture relationship between or among the Investor or any Co-Investors and neither this letter agreement, the Co-Investor Commitment Letters, nor any other document or agreement entered into by any party hereto or thereto, as applicable, relating to the subject matter hereof shall be construed to suggest otherwise, (b) the obligations of other Co-Investors under their respective Co-Investor Commitment Letters are solely contractual in nature and (c) the determination of the Investor to enter into this agreement and each of the Co-Investors to enter into their respective Co-Investor Commitment Letters was independent of each other. Notwithstanding anything to the contrary contained in this letter agreement or the Co-Investor Commitment Letters, the liability of the Investor and each Co-Investor shall be several, not joint or joint and several and the Investor shall not have any liability or obligation hereunder or pursuant to the Rule 2.7 Announcement arising from a breach of any Co-Investment Commitment Letter by any Co-Investor.

[Signature pages follow]

Very truly yours,

Tinicum Lantern III L.L.C.

By:  _____
Name:
Title: Member

Tinicum L.P.

By: Tinicum Lantern III L.L.C.
its General Partner

Name  _____
Title: Member


Tinicum Tax Exempt L.P.

By: Tinicum Lantern III L.L.C.
its General Partner

Name:  _____
Title: Member

Tinicum Parallel L.P.

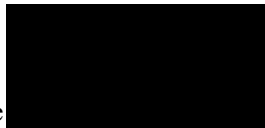
By: Tinicum Lantern III L.L.C.
its General Partner

Name:  _____
Title: Member

Tinicum Employees L.P.

By: Tinicum Lantern III L.L.C.
its General Partner



Name



Title: Member

Agreed to and accepted as of the date first written above:

Zeus US Bidco, LLC

By: 
Name: 
Title Treasurer and Secretary

Agreed to and accepted as of the date first written above:

Zeus UK Bidco Limited

By: _____

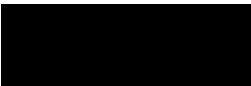
Name: _____

Title Director

Agreed to and accepted as of the date first written above:

Tinicum Flow Aggregator, LLC, by its Manager

Tinicum Lantern III, LLC

By:  _____
Name: 
Title Member

Schedule A

Name	Percentage of Commitment
Tinicum L.P.	94.29%
Tinicum Tax Exempt L.P.	3.89%
Tinicum Parallel L.P.	0.37%
Tinicum Employees L.P.	1.46%