

**PRIVATE & CONFIDENTIAL**

To: **ZEUS US BIDCO, LLC** (the “**Borrower**” or “**you**”)

Attention: The Officers

7 April 2026

Copy: The Original Interim Lenders

Dear Sirs / Madams

**Project Zeus – Interim CP Satisfaction Letter**

**1. Background**

- 1.1 We refer to the interim facility agreement dated on or about the date of this letter between, among others, the Borrower, Zeus UK Bidco Limited as bidCo (“**BidCo**”) and Barclays Bank PLC as interim facility agent (the “**Interim Facility Agreement**”).
- 1.2 Terms defined in the Interim Facility Agreement have the same meaning in this letter unless otherwise defined.
- 1.3 We write to you in our capacity as the Interim Facility Agent under the Interim Facility Agreement.

**2. Status**

- 2.1 We refer to paragraph (a)(i) of clause 4.1 (*Conditions Precedent*) of the Interim Facility Agreement and to the conditions precedent set out at part 1 (*Conditions Precedent to Signing*) of schedule 3 (*Conditions Precedent*) of the Interim Facility Agreement (the “**CPs to Signing Schedule**”) and at part 2 (*Conditions Precedent to the Initial Closing Date*) of schedule 3 (*Conditions Precedent*) of the Interim Facility Agreement (the “**CPs to Initial Closing Date Schedule**”).
- 2.2 We confirm in our capacity as Interim Facility Agent that:
  - (a) *Satisfied CPs*: the documents and/or evidence provided in respect of the conditions precedent listed in the CPs to Signing Schedule have been received by us on or prior to the date of this letter and:
    - (i) such documents and/or evidence have been received by us in form and substance satisfactory to us; and
    - (ii) accordingly, other than those conditions described in paragraphs (b) and (c) below, all conditions precedent to the availability of the Interim Facility have been unconditionally and irrevocably satisfied;
  - (b) *Agreed Form CPs*: the document provided in respect of the conditions precedent listed at paragraph 1 of the CPs to Initial Closing Date Schedule, being the certificate confirming that (i) the Scheme Effective Date has occurred, or, in the case of an Offer, that the Offer has become or has been declared unconditional in all respects and (ii) the Minimum Equity Requirement has been, or will be on the Initial Closing Date, satisfied (the “**Acquisition Certificate CP**”), is in an agreed form and, once executed by BidCo in such form (it being understood and acknowledged that the Acquisition Certificate CP is not capable of being satisfied prior to the Scheme Effective Date or the Offer becoming or being declared unconditional in all respects, as the case may be) and delivered to us:
    - (i) such document will have been received by us in form and substance

satisfactory to us; and

- (ii) accordingly, other than those conditions described in paragraph (c) below, all conditions to the availability of the Interim Facility will have been unconditionally and irrevocably satisfied; and
- (c) *CPs to the Initial Closing Date*: the documents and evidence provided in respect of the conditions precedent listed at paragraph 2 of the CPs to Initial Closing Date Schedule, being evidence that the Interim Facility Underwriting Fee (as defined in the Fee Letter) which is due and payable by the Obligors under the Fee Letter to the relevant Interim Finance Party on or prior to the Initial Closing Date has been paid or will be paid on or prior to the Initial Closing Date (the “**Fees CP**”), are customarily satisfied on or shortly prior to the Initial Closing Date (it being understood and acknowledged that the Fees CP is within your control and may be satisfied by a reference to the payment of such fees in a Drawdown Request (or funds flow statement), which shall be deemed to constitute reasonable evidence of the payment of such fees, such that the condition precedent is satisfactory to the Interim Facility Agent and, for the purposes of paragraph 2 of the CPs to Initial Closing Date Schedule, shall be treated as having been irrevocably and unconditionally satisfied.

### 3. Amendments to Conditions Precedent

- 3.1 Without prejudice to the unconditional and irrevocable confirmations given in paragraphs 2.2(a) and 2.2(b) above, we will also accept in satisfaction of the applicable conditions precedent described therein, any replacement of or amendment, supplement or variation to, any of the documents and/or evidence provided prior to the date of this letter in respect of those conditions precedent, **provided that**:
  - (a) any differences in the terms of such replacement, amended, supplemented or varied documents and/or evidence from the equivalent documents and/or evidence provided prior to the date of this letter, are not materially adverse to the interests of the Original Interim Lenders (taken as a whole) under the Interim Finance Documents; or
  - (b) such replacement, amended, supplemented or varied documents and/or evidence are otherwise approved by the Arrangers (acting reasonably and in good faith).
- 3.2 Following the execution and/or delivery of any replacement, amended, supplemented or varied documents and/or evidence described in paragraph 3.1 above:
  - (a) the conditions precedent to which such documents and/or evidence relate will have been received by us in form and substance satisfactory to us or, in the case of the document referred to in paragraph 2.2(b), will be unconditionally and irrevocably satisfied; and
  - (b) accordingly the corresponding conditions to the availability of the Interim Facility will have been unconditionally and irrevocably satisfied.

### 4. Confidentiality

This letter is provided on the understanding that this letter and its terms and substance shall not be disclosed by the Borrower and, by their copy into this letter, the Original Interim Lenders except in accordance with Clause 12 (*Confidentiality*) of the Commitment Letter, which permits, among other things, disclosure to their respective advisors on a confidential basis.

### 5. Miscellaneous

- 5.1 This letter may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.
- 5.2 Except for the Borrower or any other member of the Group, a person who is not party to this

letter has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any of its terms.

- 5.3 This letter and any non-contractual obligations arising out of or in connection with it are governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

*[The remainder of this page is left intentionally blank]*

Yours faithfully



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For and on behalf of  
**BARCLAYS BANK PLC** as  
Interim Facility Agent

Name: 

Title: 