EXECUTION VERSION

PRIVATE & CONFIDENTIAL

To: Eagle Bidco Ltd (the "**Company**" or "**you**")

Attn: The Directors

Dated: 6 August 2026

To whom it may concern

Project Rise – HY Engagement Letter

We refer to the commitment letter dated the date hereof (the "**Commitment Letter**") from certain of the Arrangers and Underwriters to you, regarding, among other things, proposed SSN Bridge Facilities to be provided by certain of the Arrangers and Underwriters (as described therein). Capitalized terms used herein without definitions have the meanings assigned to them in the Commitment Letter (including the SSN Bridge Facilities Term Sheet).

You have advised us (including any Additional Managers (as defined below), the "**Managers**", "**we**" or "**us**") that the Company and/or certain other members of the Group intend to, *inter alia*, directly or indirectly acquire up to 100% of the issued share capital of easyJet plc, a public limited company under the laws of England and Wales (the "**Target**") and its Subsidiaries (together with the Target, the "**Target Group**") pursuant to a Scheme and/or Offer and, if applicable, a Squeeze-Out (including any other acquisition of Target Group by the Company or other payments in connection with, related to or in lieu of such acquisition (including any contribution and/or transfer of Target Shares to the Company by the Investors or an Affiliate of the Equity Investors and/or any acquisition of Target Shares over the stock exchange, in the open market or via any other trading platform) (the "**Acquisition**"), refinance certain existing indebtedness of the Target Group and pay any fees, costs and expenses payable in connection with such Acquisition or refinancing (the payment of such fees, costs and expenses and all related steps, together with such refinancing and the Acquisition, the "**Transaction**").

The Company is indirectly held by one or more funds, partnerships and/or other entities managed, advised, owned and/or controlled by Apollo Global Management, Inc. and/or any of their respective Affiliates or Related Funds (the "**Sponsor**") and the other Investors.

We understand that a portion of the total cash proceeds required to fund the Transaction will be financed by borrowings by the Company (or an Affiliate, Holding Company or Subsidiary (each as defined in the Commitment Letter) thereof) under the SSN Bridge Facilities or Interim SSN Bridge Facilities which, if utilised, are contemplated to be refinanced, or otherwise substituted, by the issuance by the Company (or an Affiliate, Holding Company or Subsidiary thereof) of at least an equal principal amount of high yield notes pursuant to one or more Rule 144A / Regulation S offerings (the "**SSNs**").

We further understand that, in connection with the Transaction, the Company and/or certain other members of the Group also intend to enter into a senior secured facilities agreement providing for a £1,300 million (equivalent) multicurrency senior secured revolving credit facility, to be made available as described in the Revolving Facilities Term Sheet (the "**Revolving Facility**").

This HY Engagement Letter confirms the terms on which you have engaged the Managers in connection with an issuance of SSN Permanent Securities (as defined below). Subject to Clause 11 hereof, the addressee of this HY Engagement Letter, together with any other person that becomes a party to this HY Engagement Letter pursuant to Clause 10 hereof or that is a Permitted Transferee (as defined in Clause 11 hereof), are collectively referred to herein as "**you**" or "**your**", as appropriate.

1. Engagement of the Managers

You hereby engage the Managers to act as joint underwriters of, joint initial purchasers of, and/or joint bookrunners of any offering (any such offering, an "**Offering**") of debt securities (the "**SSN

Permanent Securities"), in each case, by you or any of your direct or indirect subsidiaries, affiliates or any special purpose or orphan companies formed by or at the direction of you or any of your affiliates and jointly owned and controlled by the Sponsor (collectively, the "**Engagement Parties**") during the term of the engagement to finance the Transaction or to refinance (in whole or in part) the SSN Bridge Facilities or the Interim SSN Bridge Facilities (as applicable). Without limiting the engagement set forth herein, the parties hereto agree that it is their intention that each series of SSN Permanent Securities has terms not less favorable to you than those of the corresponding series of SSN Exchange Notes and that any SSN Permanent Securities shall, on a best efforts basis, (a) include (i) if requested by you, subject to market conditions and in consultation with the Majority Arrangers, changes to the denominations of the SSN Permanent Securities between USD, GBP and euro; (ii) a "portability" feature; (iii) optional redemption prior to the third anniversary of the issue date of 10% of the original principal amount of such series of SSN Permanent Securities in any calendar year at a price of 103% plus accrued and unpaid interest; (iv) pro-forma adjustments and positive add-backs for any (x) "*substantial increase of energy or resource pricing, impact of artificial intelligence and related new technology and inventions,*", (y) "*other events that may impact the international postal service or related service provider or international air or ship traffic*" and (z) "*tariff or barrier on trade imposed by any governmental or agency or similar periods of disruptions or uncertainties cause by governmental actions or other acts or events beyond the control of the Company and its Restricted Subsidiaries*"; (v) in the event an EETC Aircraft Take-Out Financing is implemented, (x) in respect of any class A series, a balloon repayment at maturity of no less than 15% of the aggregate principal amount, with the balance split on a straight line basis (provided that the applicable rate of amortization shall be halved for the first 2-years) and (y) in respect of any class B series, a weighted average amortization of no more than 7.00% per annum across any such class B series; and (vi) other terms more favorable to you than those applicable to the SSN Exchange Notes as may reasonably be agreed taking into account market conditions and (b) exclude (x) the covenant affecting limitations on dividends and other payment restrictions affecting restricted subsidiaries and (y) the covenant affecting limitations on the impairment of security.

Notwithstanding anything to the contrary herein, the following financings shall not constitute an Offering or an issuance of SSN Permanent Securities: (a) the making of any loans, including under the Revolving Facility or Interim Revolving Facility, the TLB Structural Flex or any increases thereunder, (b) the making of any bridge loans or extended term loans or the issuance of any SSN Exchange Notes, (c) the funding of the Interim SSN Bridge Facilities, (d) any recourse or non-recourse factoring or other receivables facility, (e) any Aircraft Take-Out Financing or any financing secured by or in relation to aircraft, including but not limited to enhanced equipment trust certificate financings (excluding, for the avoidance of doubt any SSNs), (f) any overdraft, local or working capital facility or other similar or existing debt of the Target Group, (g) any local lines of credit or guarantees that are rolled over, refinanced or replaced, (h) any private placement of equity, preferred equity or quasi-equity securities by the Company, another member of the Group or their respective holding companies, (i) any offering of deeply-subordinated shareholder funding issued to or vendor financing issued or incurred by the Company, another member of the Group or their respective holding companies (excluding, for the avoidance of doubt, any such funding or financing issued publicly), (j) any offering of debt securities arranged by the Sponsor or issued directly to the Sponsor or funds held by its affiliated management companies in a private placement transaction that does not involve a broker or dealer or (k) the making of any proceeds loans or intercompany loans.

Notwithstanding anything to the contrary, to the extent permitted by applicable law and by any regulatory authority to which the Manager is subject, each Manager and its designated affiliates agrees to permit entities managed, advised or controlled by the Sponsor, including Apollo Global Securities LLC or Apollo Capital Solutions Europe B.V., to participate as an arranger, underwriter, bookrunner, initial purchaser, co-manager, co-agent and/or placement agent (as applicable) with respect to up to 15% of any SSN Permanent Securities (the "**Sponsor Initial Purchaser Participation**"), and such entities shall be entitled to up to 100% of the aggregate underwriter's or initial purchaser's discount, placement agency fees or arrangement fees payable, as the case may be, that relate to the SSN Permanent Securities underwritten, purchased and/or placed by such persons (and, to the extent received by them (or their affiliates), the Managers will pass through to each such entity the portion of the SSN Take-Out Fee that relates to such debt instruments on a pro rata basis); provided any such entities shall have made the election to participate as an underwriter, initial purchaser and/or placement agent, as applicable, at the time of, or prior to, pricing of the SSN Permanent Securities. For the avoidance of doubt, each Manager agrees that (i) its commitments and/or economics may, to the extent applicable, be scaled-back accordingly (except for the commitments and/or economics of any Manager that is an affiliate of the Sponsor, which, at the option of the Company, shall not be scaled-back) and (ii) such Sponsor affiliates may, but shall not be required to, underwrite any SSN Permanent Securities.

Notwithstanding anything to the contrary in the Commitment Documents, (i) institutions, funds, investment vehicles or other persons advised or managed by the Sponsor or any of their Affiliates or Related Funds (as defined in the Commitment Letter), (ii) limited partners in any of the foregoing (any such limited partner, a "**Sponsor LP**"), or (iii) anchor investors and/or accounts (any such investor or account, "**Anchor Investors**"), in each case, selected by the Sponsor (in its sole discretion) (any such entity, a "**Preferred Investor**"), shall have the right to subscribe for or purchase participations in any Offering up to a maximum amount (in aggregate) equal to 15% of the aggregate principal amount of such SSN Permanent Securities at the same time (**provided that** the right is exercised at the time of, or prior to, pricing of the SSN Permanent Securities) and on the same terms (other than in respect of the payment of fees described below) as offered to other parties in an Offering (any such amount that is so subscribed for or purchased, a "**Preferential Participation**"). Each Manager agrees that each relevant Preferred Investor will be entitled to be paid a fee in respect of its Preferential Participation on the later of (x) the Acquisition Closing Date and (y) the date of the closing of the Offering in an amount equal to the fees which would otherwise be payable, or which have been paid, to the Managers pursuant to Clause 2(a) of this HY Engagement Letter (excluding any applicable credit or rebate hereunder and/or under the SSN Bridge Facilities Fee Letter) in respect of the issuance of the SSN Permanent Securities or SSN Bridge Facilities being refinanced or replaced thereby, and the amount of any such fees paid to Preferred Investors shall either (without double-counting) (i) reduce the amount payable to the Managers in accordance with Clause 2(a) below or (ii) be paid in cash to such Preferred Investor (in each case, on a pro rata basis across the Managers); **provided that** this shall not require any Preferred Investor to arrange, manage, underwrite, place, act as bookrunner or manager in respect of or make available any other commitments under or in respect of the Facilities, the Interim Facilities or any SSN Permanent Securities. For the avoidance of doubt, there will be no disenfranchisement of any rights (including voting rights and information rights) of any Preferred Investor as a result of their holding the Preferential Participation.

Subject to Clause 2 and the succeeding paragraph below, each Manager reserves the right not to participate in any Offering of SSN Permanent Securities. Each Manager's participation in any Offering of SSN Permanent Securities would be set out in an underwriting, placement agent or purchase agreement, as applicable, to be entered into with such Manager (in a form substantially consistent with the terms and conditions of recent notes purchase agreements of the Sponsor and with such changes as are mutually satisfactory to such Manager and you) and which will contain terms and conditions mutually acceptable to such Manager and you and which will be in a form usual and customary for private equity firms in the European Rule 144A/Regulation S high yield market. It is further understood and agreed that no Manager shall have any obligation hereunder to act as underwriter, initial purchaser, placement agent or bookrunner with respect to any Offering of SSN Permanent Securities unless and until such time as such Manager has executed and delivered an underwriting, placement agent or purchase agreement setting forth its obligations, and you acknowledge and agree that the Managers' engagement hereunder is not an agreement by any Manager or any of its affiliates to underwrite, place or purchase any SSN Permanent Securities.

Notwithstanding anything in the Commitment Documents to the contrary, if (a) a Manager (any such Manager, a "**Declining Manager**"), after being offered to participate in any Offering of SSN Permanent Securities, pursuant to which it is offered on the same terms as those offered to the SSN Majority Managers (as defined below) on a proportionate basis for its commitments under the SSN Bridge Facilities and would hold the roles commensurate to those contemplated by this

HY Engagement Letter, declines to participate in such Offering of SSN Permanent Securities, and (b) the Managers whose Arranger and Underwriter affiliates committed for, with respect to the SSN Permanent Securities, more than 50% of the outstanding bridge loans under the SSN Bridge Facilities Agreement (the "**SSN Majority Managers**") on the date of the Commitment Letter agree to act as underwriter, initial purchaser, placement agent or bookrunner in connection with such Offering of SSN Permanent Securities, then the proceeds from such Offering of SSN Permanent Securities may, at the sole option of the issuer of SSN Permanent Securities, be applied in accordance with the terms of the SSN Bridge Facilities Agreement or the Interim Facilities Agreement, as applicable, to repay or refinance outstanding amounts under the SSN Bridge Facilities or the applicable Interim SSN Bridge Facilities, as applicable, or replace commitments in respect of the SSN Bridge Facilities (x) on a *pro rata* basis with respect to the Arranger and Underwriter Affiliates of Managers that are not Declining Managers and (y) excluding the Arranger and Underwriter affiliates of such Declining Manager (a "**Declining Arranger and Underwriter**").

Notwithstanding anything to the contrary contained in this HY Engagement Letter or any other letter agreement or undertaking concerning the financing of the Acquisition to the contrary, in relation to the period prior to the Acquisition Closing Date (as defined in the Commitment Letter), we acknowledge that (x) neither the Target nor any of its affiliates is obligated to assist with any marketing of the securities or take any action procured by you; (y) any obligation to procure that the Target takes any action (including making members of management available or to provide information or any other assistance contemplated by this engagement letter) shall be subject to the requirements of the City Code and the Panel and shall be limited to a commercially reasonable efforts obligation; and (z) at any time, the scope, form and content of information that can be provided pursuant to this engagement letter will be subject to the City Code and any requirements of the City Code or the Panel as well as any other applicable legal or regulatory restrictions (including any applicable laws or regulations on market abuse).

2. Commissions and Expenses

(a) You agree, and agree to cause the other Engagement Parties, to pay or cause to be paid to each Manager to the extent it participates in any issuance of SSN Permanent Securities, an aggregate total fee equal to the percentage of such SSN Permanent Securities underwritten, purchased or placed by such Manager (which shall be *pro rata* to such Manager's (or its Underwriter affiliates') underwriting commitment in the SSN Bridge Facilities pursuant to the Commitment Letter) multiplied by 1.50% (the "**SSN Take-Out Fee**") of the gross proceeds from the issuance of such SSN Permanent Securities refinancing or replacing SSN Bridge Loans or the commitments in respect thereof (which shall, for the avoidance of doubt, exclude any upsize or increase of any such SSN Permanent Securities as a result of any OID Gross-Up (as defined in the SSN Bridge Facilities Fee Letter)); **provided that**, in each case, such compensation shall be payable upon the closing of any Offering of such SSN Permanent Securities (or in the case of an Offering of SSN Permanent Securities the proceeds from which are deposited into escrow, upon the Acquisition Closing Date) and shall either be deducted from the proceeds from the Offering of such SSN Permanent Securities or paid substantially concurrently with the funding of such SSN Permanent Securities (or in the case of an Offering of SSN Permanent Securities the proceeds from which are deposited into escrow, upon the consummation of the Acquisition using the proceeds of such SSN Permanent Securities). If any Manager elects not to participate in any Offering of SSN Permanent Securities, the economics otherwise payable to such Manager (including as a result of its termination of this HY Engagement Letter as to itself) in connection with such SSN Permanent Securities shall be reallocated rateably based on the underwriting commitments of the remaining Managers (including, for the avoidance of doubt, any Additional Managers).

(b) Each Manager will be entitled to, in respect of the principal amount of such alternative debt financing that replaces an equal amount of the SSN Bridge Facilities, 100% of the SSN Commitment Fee (the "**Alternative Transaction Fee**") under the SSN Bridge Facilities Fee Letter (without double-counting with respect to any other fees due under this HY Engagement Letter or any other Commitment Document), in the event that at any time after the date of this HY

Engagement Letter but prior to the earlier of the Commitment Long Stop Date and the Closing Date, any Engagement Party consummates a debt financing of the type that would constitute an Offering of SSN Permanent Securities, any Aircraft Take-Out Financing or any loan financing in connection with the direct or indirect acquisition by the Sponsor of all or any substantial portion of the share capital of the Target or of all or any substantial portion of the assets of the Target Group in a transaction in which such Manager did not act as underwriter, arranger, initial purchaser, placement agent or lender (an "**Alternative Transaction**"), unless (i) you have terminated the obligations of such Manager (or its Commitment Party affiliate) under paragraph 15.3 of the Commitment Letter or such Manager has otherwise terminated the Commitment Letter or breached its obligations or otherwise declined to act in such a role on the terms and conditions of the Commitment Documents, (ii) such Manager declines to participate in such financing and pursuant to which it would receive not less than the compensatory economics specified herein and hold the roles commensurate to those contemplated by this HY Engagement Letter or is otherwise a Declining Manager or (iii) such Manager (or its underwriting affiliate) has acted in such roles and been paid fees in respect of the Alternative Transaction (a "**Participating Manager**"), in which case such Participating Manager shall be paid aggregate fees in respect of the Alternative Transaction (and any take-out thereof) that are not less than the aggregate fees that it would have earned under the Commitment Documents in respect of an equal amount of funding of the SSN Bridge Facilities or Interim SSN Bridge Facilities (and a take-out thereof with the proceeds of SSN Permanent Securities); **provided, further, that** (x) an Alternative Transaction Fee shall not be payable pursuant to this Clause 2(b) to the extent the SSN Rollover Fee (as defined in the SSN Bridge Facilities Fee Letter) in respect of the SSN Bridge Facilities has been paid including as a result of an SSN Demand Failure Event (as defined in the SSN Bridge Facilities Fee Letter), or if the SSN Take-Out Fee is paid in accordance with Clause 2(a) or 2(e) and (y) for the avoidance of doubt, the Alternative Transaction Fee shall not exceed the amount the Manager would have been entitled to in the absence of such Alternative Transaction had such Alternative Transaction been instead an equal amount of funding under the SSN Bridge Facilities.

(c) In connection with any Offering of SSN Permanent Securities, whether or not launched or consummated, you shall cause the applicable issuer to pay for all printing costs, filing fees, customary "blue sky" fees and expenses, accounting fees and expenses, the fees and expenses of the respective issuer's or borrower's counsel, the reasonable, documented fees and expenses of legal advisors (including local legal advisors) to the Managers (in each case, the appointment of whom is subject to prior approval by the Sponsor and subject to any cap that is separately agreed), expenses related to the preparation and distribution of offering materials, all reasonable, documented out-of-pocket roadshow expenses (subject to an arrangement to be separately agreed), reasonable and documented out-of-pocket expenses related to the Managers' due diligence investigation, stamp and other similar transfer taxes required by law to be paid, and fees and expenses relating to filings and clearances with any rating agencies and listing any SSN Permanent Securities on The International Stock Exchange and/or another recognized stock exchange (as defined in the UK Income Tax Act of 2007) acceptable to the Managers and the issuer of any SSN Permanent Securities, in each case subject to a cap that is separately agreed.

(d) Notwithstanding any other provision in the Commitment Documents, we acknowledge and agree that you may, no later than the earlier of (x) the date falling twenty five (25) Business Days from (and excluding) the Countersign Date (as defined in the Commitment Letter) and (y) the pricing of the SSN Permanent Securities (as such date may be extended from time to time with our consent (each acting reasonably)) appoint, in your sole discretion, one or more additional Managers (the "**Additional Managers**") to participate in any Offering of SSN Permanent Securities; **provided that** (i) the aggregate principal amount of any SSN Permanent Securities in which any Additional Managers may participate shall not exceed the amount of underwriting commitments in the SSN Bridge Facilities to which an Additional Commitment Party is entitled under, and such participation will otherwise be in accordance with, paragraph 4 of the Commitment Letter; and (ii) any Additional Manager shall participate in any Offering of SSN Permanent Securities on the same terms (or terms more favorable to us) set out in this letter (other than with respect to the amounts of our and any Additional Managers' participations in such SSN Permanent Securities, which may be different) and with the same *pro rata* economics (including the sharing of discounts, fees and compensation) in relation to the participation of such Additional Manager (or its underwriting affiliate) in any Offering of SSN Permanent Securities (and, for the avoidance of doubt, each Manager agrees that its commitments and economics may be scaled-back accordingly *pro rata*); **provided, further, that** nothing in this paragraph shall prevent the Company from appointing an Additional Manager in accordance with the provisions of paragraph 15.4 of the Commitment Letter. The Managers agree to enter into a new HY Engagement Letter or any other appropriate documentation to amend or replace the HY Engagement Letter to reflect any changes required to reflect the accession of any such Additional Manager in accordance herewith.

(e) If, after the Closing Date and prior to the date on which this HY Engagement Letter terminates pursuant to Clause 6 hereof, any offering or placement of debt securities that would constitute SSN Permanent Securities or any Aircraft Take-Out Financing or any loan financing is consummated to refinance (in whole or in part) the SSN Bridge Facilities or the Interim SSN Bridge Facilities (as applicable), in each case, excluding (x) any financing provided or arranged by the relevant Commitment Party or provided or arranged by the Sponsor or their respective affiliates or (y) any financing or reduction or adjustment in commitments contemplated by the Commitment Letter, in which such Manager did not act for the Engagement Parties in the roles set forth in the first paragraph of Clause 1 in connection therewith or in roles commensurate with the roles for which they have been engaged pursuant hereto (a "**Deal Away Transaction**"), then such Manager shall be entitled to, in addition to any fees paid in respect of the commitment and funding of the Bridge Facilities or, as applicable, the Interim Facilities, 100% of the SSN Take-Out Fee (the "**Deal Away Fee**") that it would have earned (after giving effect to any rebates that would have applied under the SSN Bridge Facilities Fee Letter) as if it had acted in such capacity in respect of a SSN Permanent Securities during the term of this HY Engagement Letter, without proof of loss or damages; **provided that** each Manager agrees to credit against any Deal Away Fee payable to such Manager hereunder any fee paid to such Manager (or its designated affiliates or branch offices) in connection with an Deal Away Transaction; **provided further, however, that** no Manager shall be entitled to any such payment if you have terminated the obligations of such Manager (or its Commitment Party affiliate) under paragraph 15.3 of the Commitment Letter or such Manager has otherwise terminated the Commitment Letter or breached its obligations or otherwise declined to act in such a role on the terms and conditions of the Commitment Documents.

3. Use of Information

(a) Each Manager agrees to use all non-public information provided to it by or on behalf of you or any other Engagement Party hereunder solely for the purpose of providing the services which are the subject of this HY Engagement Letter and to treat all such information confidentially; **provided that** nothing herein shall prevent any Manager from disclosing any such information (i) to actual purchasers or prospective purchasers of any SSN Permanent Securities following consultation with and approval by you, (ii) to any rating agency on a confidential basis following consultation with and approval by you, (iii) as required by law or regulation or pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding (including as required by any requirements of the City Code or any guidance or the Panel) (**provided that**, to the extent permitted by law, such Manager shall inform you promptly of such disclosure and shall request of any such court or administrative agency that such court or administrative agency treat any information so provided as confidential), (iv) upon the request or demand of any regulatory authority having jurisdiction over us or any of our affiliates (**provided that**, to the extent permitted by law, order of any court or administrative agency or in any pending legal or administrative proceeding, regulation or regulatory guidance such Manager shall inform you promptly of such disclosure and shall request of any such regulatory authority that such regulatory authority treat any information so provided as confidential), (v) to the extent that such information was or becomes publicly available other than by reason of disclosure by us in violation of this HY Engagement Letter or was or becomes available to us or our affiliates from a source which is not known by us to be subject to a confidentiality obligation to you or any other Engagement Party, (vi) for purposes of establishing a "due diligence" defense in connection with or arising out of an Offering of securities pursuant to this HY Engagement Letter, (vii) in connection with enforcement of our rights hereunder or (viii) to our affiliates and our and their respective directors, officers, employees, agents, legal counsel, independent auditors, insurers and other professional advisors who need to know such information in connection with the SSN Bridge Facilities, the Revolving Facility, the Interim Facilities or an issuance of SSN Permanent Securities. Each Manager will be responsible for any breach of this undertaking by its affiliates and its and their respective directors, officers, employees, agents, legal counsel, independent auditors, insurers and other professional advisors and such persons have been made aware and agreed that they are required to keep such information confidential on terms equivalent or more stringent than this Clause 3 by way of a confidentiality undertaking (unless such person is an employee of such party or such party's affiliate or are subject to confidentiality obligations as a matter of law or professional practice). This undertaking by each Manager shall automatically terminate upon the two-year anniversary of the date of this HY Engagement Letter.

(b) Any final arrangements or proposals rendered by a Manager pursuant to this HY Engagement Letter may not be disclosed in any manner without the relevant Manager's prior written approval and shall be treated as confidential. In addition, you agree that no public announcement or communication relating to the subject matter of this HY Engagement Letter, which contains any reference to a Manager, shall be issued or released without the relevant Manager's prior written consent. Notwithstanding the foregoing, nothing herein shall prevent the Engagement Parties from disclosing such information in a manner consistent with the exceptions set forth in sub-clauses (iii) through (v), (vii) and (viii) in the immediately preceding paragraph, substituting the Engagement Parties for the relevant Manager therein, as applicable, or as part of generic disclosure regarding fees and expenses in connection with any prospectus or offering memorandum related to any SSN Permanent Securities, or to any actual or potential investor in the Company or its parent companies and any of their respective affiliates and advisors or in connection with any required filings with the Securities and Exchange Commission, the London Stock Exchange or any equivalent regulatory authority in applicable jurisdictions or to any regulatory authorities having jurisdiction over you or the Target; **provided that** the person to whom such information is given has been made aware of and agreed to be bound by the obligations under this paragraph or are in any event subject to confidentiality obligations as a matter of law or professional practice.

4. Tombstone Advertisements

Upon the closing of any Offering of SSN Permanent Securities, as applicable, any Manager or any of its affiliates or subsidiaries may place customary "tombstone" advertisements in publications of such Manager's choice at its own expense with your prior written (including by email) approval (such approval not to be unreasonably withheld or delayed).

5. Indemnity

You agree and undertake, jointly and severally with any Engagement Party that accedes to this HY Engagement Letter after the date hereof, to each Manager that if that Manager, any of its affiliates or any of their respective directors, officers, employees, controlling persons or agents (each, a "**Relevant Party**") incurs any loss, claim, damage, liability, cost or expense (excluding any loss of profit or premia but including, without limitation, legal fees, costs or expenses, and any costs, charges or expenses incurred in connection with investigating, disputing, defending or preparing to defend any of the foregoing) (each a "**Loss**") arising out of the engagement of that Manager hereunder or the implementation of the engagement by that Manager, the Engagement Parties shall pay to that Manager on demand an amount equal to such Loss except to the extent such Loss resulted from the Relevant Party's bad faith, willful misconduct or gross negligence, in each case as determined by a final, non-appealable judgment of a court of competent jurisdiction. No Manager shall have any duty or obligation, whether as fiduciary or trustee for any Relevant Party or otherwise, to recover any such payment or to account to any other person for any amounts paid to it under this Clause 5.

If any action, suit, proceeding or investigation is commenced as to which a Relevant Party proposes to demand indemnification, such Relevant Party shall notify you in writing with reasonable promptness; **provided that** any failure by such Relevant Party to notify you shall not relieve you from your and the other Engagement Parties' obligations hereunder, except to the extent that you have been materially prejudiced by such failure. In case any such action is brought against any Relevant Party and it notifies you or any Engagement Party of the commencement thereof, you will be entitled to participate therein and, to the extent that you may wish, to assume the defense thereof, with counsel reasonably satisfactory to the Relevant Parties; **provided, further, that** (i) if the defendants in any such proceedings include both a Relevant Party and an Engagement Party and such Relevant Party shall have concluded there may be legal defenses available to it that are different from or additional to those available to the Engagement Party, (ii) if you shall not have employed counsel reasonably satisfactory to such Relevant Party within a reasonable time after notice of commencement of the relevant proceedings or (iii) if you have authorized the use of separate counsel, such Relevant Party shall, in each case of (i), (ii) and (iii) above, have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such proceedings on behalf of such Relevant Party at the expense of you and the other Engagement Parties. Upon receipt of notice from you by the Relevant Parties of your election so to assume the defense thereof, you will not be liable (except as otherwise provided herein) to such Relevant Parties under this Clause 5 for any legal or other expense subsequently incurred by such Relevant Parties in connection with the defense thereof other than reasonable costs of investigation. You shall not be liable for any settlement of any proceedings effected without your prior written consent; but, if settled with your written consent, or if there is a final judgment for the plaintiff in any such proceedings, you agree to indemnify each Relevant Party from and against any and all Losses by reason of such settlement or judgment in accordance with this Clause 5. You shall not, without the prior written consent of the Relevant Parties, effect any settlement of any pending or threatened action in respect of which any Relevant Party is or could have been a party and indemnity could have been sought hereunder by such Relevant Party unless such settlement includes (i) an unconditional release of such Relevant Party from all liability on any claims that are the subject matter of such action, which shall be in a form reasonably acceptable to the Relevant Party, and (ii) does not include a statement as to or an admission of fault, culpability or failure to act by or on behalf of any Relevant Party.

Notwithstanding anything contained in this Clause 5 to the contrary, to the extent that an underwriting agreement, placement agent agreement or purchase agreement shall be executed by the Managers and you in connection with any Offering of SSN Permanent Securities, this Clause 5 shall be superseded in its entirety by the indemnification provision contained in such document, and any claim by a Manager, as a Relevant Party, for indemnity with respect to such Offering shall be made pursuant to the indemnification provision of such document and not this Clause 5.

6. Termination and Survival

(a) A Manager's engagement hereunder with respect to the applicable series of SSN Permanent Securities may be terminated by that Manager at any time prior to the launch of an Offering of such series of SSN Permanent Securities upon five days' prior written notice to each other party to this HY Engagement Letter. This HY Engagement Letter shall automatically terminate with respect to the applicable series of SSN Permanent Securities on the earlier of (i) the date on which all amounts under the applicable SSN Bridge Facilities or the Interim SSN Bridge Facilities (other than amounts owed to a Declining Arranger and Underwriter) are repaid in full with proceeds of, or irrevocably cancelled in full following the issuance of such series of SSN Permanent Securities and each relevant Manager has been paid any fees and other amounts due and payable hereunder, (ii) the date on which the applicable SSN Bridge Facilities or Interim SSN Bridge Facilities are otherwise repaid in full (i.e., other than with the proceeds of an issuance of such series of SSN Permanent Securities) (other than amounts owed to a Declining Arranger and Underwriter), and each relevant Manager has been paid any fees and other amounts due and payable hereunder and under the SSN Bridge Facilities Fee Letter (provided, however, that if any Interim SSN Bridge Facilities are repaid in full with proceeds from the SSN Bridge Facilities, this HY Engagement

Letter shall not terminate pursuant to this sub-clause (ii))), (iii) the expiration of the Commitment Letter prior to the funding under the applicable SSN Bridge Facilities or Interim SSN Bridge Facilities (**provided that** the termination of the Commitment Letter in respect of one or more Managers (or their affiliates) pursuant to paragraph 15.3 of the Commitment Letter will terminate this HY Engagement Letter with respect to such Manager or Managers only), (iv) the date on which the applicable SSN Bridge Facilities (irrespective of whether the SSN Bridge Facilities Agreement has been entered into) are irrevocably cancelled without having been funded upon the occurrence of the events set forth in clause 15.1 of the Commitment Letter and (v) the Conversion Date (as defined in the SSN Bridge Facilities Fee Letter), and including the date upon which the Conversion Date is deemed to have occurred upon an SSN Demand Failure Event (as defined in the SSN Bridge Facilities Fee Letter), as applicable, upon payment of the SSN Rollover Fee (as defined in the SSN Bridge Facilities Fee Letter) to the extent not previously paid.

(b) If the SSN Rollover Fee is paid in respect of the SSN Bridge Facilities, no further fees will be payable under this HY Engagement Letter in respect of any SSN Permanent Securities that refinance or replace such SSN Bridge Facilities or any SSN Extended Term Loans in respect of such SSN Bridge Facilities.

(c) This Clause and Clauses 2(b), 2(c), 3, 5 (other than as described therein), 7, 8, 9, 10 and 11 of this HY Engagement Letter shall survive any termination of this HY Engagement Letter, in accordance with the terms of this HY Engagement Letter.

7. Certain Engagement Terms

You acknowledge that each Manager has been retained solely to provide the services set forth in this HY Engagement Letter. In rendering such services, each Manager shall act as an independent contractor solely pursuant to a contractual arm's length basis, and any duties of the Managers arising out of their respective engagement hereunder shall be owed solely to you. In addition, you agree that each Manager may perform the services contemplated hereby in conjunction with its affiliates, that any affiliate of such Manager performing services hereunder shall be entitled to the benefits of, and be subject to the terms of this HY Engagement Letter, and that any references in this HY Engagement Letter to that Manager shall be deemed to include any such affiliate where the context so requires or permits, in each case; **provided that** such Manager shall remain liable for the due performance by its affiliates of those services.

You acknowledge and agree that: (a) the Managers have been retained solely to act as managers in connection with one or more Offerings of SSN Permanent Securities and that no fiduciary, advisory or agency relationship between you and any Manager has been created in respect of any of the transactions contemplated by an Offering of SSN Permanent Securities or any Manager's engagement hereunder, regardless of whether any such Manager has advised or is advising you on other matters; (b) the price and allocation of any SSN Permanent Securities will be established by you following discussions and arms-length negotiations with the Managers and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by any Offering of SSN Permanent Securities or the Managers' engagement hereunder; (c) you have been advised that the Managers and their respective affiliates are engaged in a broad range of transactions that may involve interests that differ from those of you and that the Managers have no obligation to disclose such interests and transactions to you; and (d) you waive, to the fullest extent permitted by law, any claims you may have based on any actual or potential conflicts of interest that may arise or result from any Manager's engagement by you hereunder or any claims you may have against any Manager for breach of fiduciary duty or alleged breach of fiduciary duty in connection with any Manager's engagement hereunder and agree that the Managers shall have no liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of you, including your stockholders, employees or creditors, in connection with any Manager's engagement hereunder.

Please note that: (a) you must rely on the expertise of your specialist legal, accounting and tax advisors in relation to legal, regulatory, accounting or taxation matters, (b) you will remain solely responsible for the commercial assumptions on which any valuation information provided by the Managers is based, for the underlying business decision to effect any issuance of SSN Permanent Securities and for the verification of the accuracy and completeness of any public documents issued by or on your behalf in connection with any Offering of SSN Permanent Securities and (c) the Managers will not be responsible for the advice or services provided by any of your advisors or contractors.

You acknowledge that any services provided by the Managers in connection with this HY Engagement Letter do not constitute "investment advice" as defined in (i) Paragraph 1(4) of Article 4 of the Markets in Financial Instruments Directive (2014/65/EU) or (ii) Part 4 of Schedule 2 of the UK Financial Services and Markets Act 2000 (Regulated Activities) Order 2001. You further acknowledge that in relation to the Transaction each Underwriter is not giving to you any financial or strategic advice as defined within the meaning ascribed by Article 38 of EU Regulation No. 2017/565 of April 25, 2016 amending and supplementing MiFID II regulation relating to the organizational requirements and operational modalities regarding investment firms and relating definitions pursuant to Schedule I, Section B, Item 3, of Directive 2014/65/EU.

You acknowledge that each Manager is a securities firm engaged in securities trading and brokerage activities as well as providing investment banking, financial advisory and asset management services. In the ordinary course of business, each Manager and its affiliates may at any time hold long or short positions, and may trade or otherwise effect transactions, for their own account or the accounts of customers, in debt or equity securities of the Engagement Parties, their affiliates or other entities that may be involved in the transactions contemplated in this HY Engagement Letter. In particular, each Manager or its affiliates may deal in investments as principal or agent for more than one party or may make recommendations to buy or sell a designated investment in which such Manager or any of its affiliates may have a long or short position or in which one of such Manager's or an affiliate's customers has given instructions to buy or sell. Each Manager recognizes its responsibility for compliance with all applicable securities laws in connection with such activities and any SSN Permanent Securities.

You acknowledge and agree, so as to override expressly any duty, obligation or restriction which would otherwise be implied by law or any regulatory authority, that each Manager and its affiliates may from time to time perform various investment banking, commercial banking, financial advisory and fiduciary services for other clients and customers who may have conflicting interests with respect to you, the other Engagement Parties and their affiliates or any SSN Permanent Securities.

You acknowledge that any Manager and its affiliates may in their discretion erect "Disclosure Walls" to restrict the passage of information within their organizations, and you further acknowledge that, whether due to the existence of such Disclosure Walls or by virtue of duties or policies relating to confidentiality, each Manager may be prohibited from disclosing information to the Engagement Parties regarding conflicted engagements.

You acknowledge and agree that the Managers (and/or certain of their respective affiliates) have provided or may provide financial advisory services to the shareholders of the Target Group or the Sponsor or their respective affiliates in connection with the Acquisition (and other transactions involving the proposed disposition of the Target) and financing to other potential bidders in connection with such transactions.

The obligations of the Managers under this HY Engagement Letter shall be several and not joint.

8. Payments, Taxes and Other Deductions

Save where a specific date for payment is provided for in this HY Engagement Letter, any amount payable by you or any Engagement Party to a Manager hereunder shall be paid within 10 Business Days of written demand by that Manager. You agree, and agree to cause the other Engagement Parties to agree, that all amounts payable to a Manager under this HY Engagement Letter shall be paid in the currency of invoice (with the currency of fees corresponding to the currency of the instrument in respect of which the fees are paid) without set-off or counterclaim and free and clear of, and without any deduction or withholding for or on account of any tax, levies, imposts, duties, charges or other similar deductions or withholdings ("**Tax Deduction**"), unless such Tax Deduction is required by applicable law. If a Tax Deduction is required by any applicable law, the amount of the payment due shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required, except to the extent that such deduction or withholding would not have arisen but for: (i) the beneficiary of such payment (or any of its affiliates) being resident in or having any present or former connection with the jurisdiction imposing the relevant tax, other than any connection arising solely as a result of receiving payments hereunder; or (ii) the failure of the beneficiary of such payment (or any of its affiliates) to provide any form, certificate, document or other information that would have reduced or eliminated such deduction or withholding where such form, certificate, document or other information was reasonably requested in writing by you.

Without limiting the foregoing, all amounts stated as payable to any of the Managers under this HY Engagement Letter are stated exclusive of any value added tax or any similar taxes ("**VAT**") which may be chargeable thereon.

Subject to the preceding paragraph, if VAT is or becomes chargeable in respect of an amount payable by you or any Engagement Party to any of the Managers pursuant to this HY Engagement Letter which constitutes consideration for a supply for VAT purposes and the relevant Manager (or a member of a group or fiscal unity which it is part of for VAT purposes) is required to account for such VAT to a relevant tax authority, you or the relevant Engagement Party (as applicable) shall pay (or procure the payment of) an amount equal to the amount of VAT which is or becomes properly chargeable on that supply in addition to any other consideration for that supply, subject to the prompt receipt from such Manager of an appropriate and valid VAT invoice by the recipient of the supply to which such VAT relates.

Any amount for which any Manager or Relevant Party is to be indemnified or reimbursed pursuant to this HY Engagement Letter shall include an amount equal to any VAT which has been incurred by the relevant Manager or Relevant Party (as applicable) with respect thereto, save to the extent that the relevant Manager or Relevant Party (as applicable) determines (acting reasonably and in good faith) that it (or a member of a group or fiscal unity of which it is part for VAT purposes) has obtained or is entitled to credit or repayment in respect of such VAT from a tax authority.

In respect of any judgment or order given or made for any amount due hereunder that is expressed and paid in a currency (the "**Judgment Currency**") other than the currency in which such loss or damage is denominated or in which your obligation is denominated, as the case may be (the "**Obligation Currency**"), you will indemnify each Manager against any loss incurred by such Manager, as applicable, as a result of any variation as between (i) the rate of exchange at which the Obligation Currency is converted into the Judgment Currency for the purpose of such judgment or order and (ii) the rate of exchange at which the relevant Manager is able to purchase the Obligation Currency with the amount of the Judgment Currency actually received by that Manager. The foregoing indemnity will constitute your separate and independent obligation and will continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term "**rate of exchange**" will include any premiums and costs of exchange payable in connection with the purchase of or conversion into the Obligation Currency.

9. Governing Law and Jurisdiction

THIS HY ENGAGEMENT LETTER, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS HY ENGAGEMENT LETTER, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW YORK. YOU AND EACH MANAGER IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR

ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS HY ENGAGEMENT LETTER OR THE PERFORMANCE OF SERVICES UNDER IT.

Each party hereto irrevocably and unconditionally submits to the exclusive jurisdiction of any state or federal court sitting in the County of New York (including the Supreme Court of the State of New York sitting in New York County and the United States District Court for the Southern District of New York and the respective appellate courts thereof) over any suit, action or proceeding arising out of or relating to this HY Engagement Letter. Service of any process, summons, notice or document by registered or certified mail addressed to any party hereto at the address above shall be effective service of process against such person for any suit, action or proceeding brought in any such court. Each party hereto irrevocably and unconditionally waives any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. A final judgment in any such suit, action or proceeding brought in any such court may be enforced in any other courts to whose jurisdiction you or any of us are or may be subject, by suit upon judgment. Nothing herein shall affect any party's right to effect service of process in any other manner permitted by law.

10. Accession

You agree that you will cause any affiliate, subsidiary, special purpose finance vehicle or orphan company formed for such purpose of yours that becomes an Engagement Party to become party to this HY Engagement Letter by executing and delivering to the Managers counterparts of this HY Engagement Letter. In connection therewith, you shall provide, or shall cause such Engagement Party to provide, the Managers with all information reasonably requested by them in connection with their "know-your-client" procedures.

11. Miscellaneous

This HY Engagement Letter contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto. This HY Engagement Letter may not be amended or modified except by a written agreement executed by each of the parties hereto. Clause headings herein are for convenience only and are not a part of this HY Engagement Letter. This HY Engagement Letter may not be assigned by any party hereto without the prior written consent of the Managers (and any attempted assignment or transfer without such consent shall be null and void); **provided that**, without the consent of the Managers, you shall be entitled to assign your rights and obligations under this HY Engagement Letter, in whole or in part, in accordance with the provisions of the Commitment Letter or to one or more other companies, partnerships or persons established by you for the purposes of the Transaction and owned and controlled as set forth in the Tax Structure Memorandum (or, with our prior written consent, any other person) (the "**Permitted Transferees**") (**provided that** such entities have been assigned all your rights and has assumed all your obligations under each other Commitment Document and the Managers have (each acting reasonably, in good faith and without delay) completed all their applicable anti-money laundering requirements and know-your-customer requirements on the relevant Permitted Transferee(s)). With effect from the date of such assignment and transfer, being the "**Effective Date**": (i) the Permitted Transferees shall perform all your obligations under this HY Engagement Letter and be bound by the terms of this HY Engagement Letter as if the Permitted Transferees had been original parties to this HY Engagement Letter as at the date hereof; (ii) the Company will be irrevocably and unconditionally released and discharged from all obligations and liabilities and any further performance, liabilities, claims and demands under this HY Engagement Letter howsoever arising (whether past, present, future or contingent) and we will accept the liability of the Permitted Transferees in place of the Company under the HY Engagement Letter; and (iii) all references to the "**Company**", "**you**" or "**your**" (as applicable) in this HY Engagement Letter shall be construed to refer to the Permitted Transferees. Nothing contained in this paragraph shall prohibit a Manager from assigning its rights and obligations under this HY Engagement Letter to one or more of its affiliates, provided further that such assignment will not relieve such Manager of its obligations hereunder.

No party hereto shall be responsible or have any liability to any other party for any indirect, special or consequential damages arising out of or in connection with this HY Engagement Letter or the transactions contemplated hereby, even if advised of the possibility thereof.

As used in this HY Engagement Letter, the term "**affiliate**" means, with respect to a specified person, any other person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified person, and the term "**control**" (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

Notwithstanding and to the exclusion of any other term of this HY Engagement Letter or any other agreements, arrangements or understandings between any Manager, the Company or another Engagement Party, each Engagement Party, accepts and agrees that a BRRD Liability arising under this HY Engagement Letter may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts and agrees to be bound by:

(a) the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of the relevant Manager to any Engagement Party under this HY Engagement Letter, that (without limitation) may include and result in any of the following, or some combination thereof:

  (i) the reduction of all, or a portion of the BRRD Liability or outstanding amounts due thereon;

  (ii) the conversion of all, or a portion of, the BRRD Liability into shares, other securities or other obligations of the Managers or another person (and the issue to or conferral on an Engagement Party of such shares, securities or obligations);

  (iii) the cancellation of the BRRD Liability;

  (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period;

(b) the variation of the terms of this HY Engagement Letter, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of the Bail-in Powers by the Relevant Resolution Authority.

(c) For the purpose of this Clause 11:

"**Bail-in Legislation**" means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time.

"**Bail-in Powers**" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation.

"**BRRD**" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

"**BRRD Liability**" means a liability under this HY Engagement Letter in respect of which the relevant Write-down and Conversion Powers in the applicable Bail-in Legislation may be exercised.

"**EU Bail-in Legislation Schedule**" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com/.

"**Relevant Resolution Authority**" means the resolution authority with the ability to exercise any Bail-in Powers in relation to the relevant Manager.

Notwithstanding and to the exclusion of any other term of this HY Engagement Letter or any other agreements, arrangements or understandings between any Manager, the Company or another Engagement Party, each Engagement Party, acknowledges and accepts that a UK Bail-in Liability arising under this HY Engagement Letter may be subject to the exercise of UK Bail-in Powers by the relevant UK resolution authority, and acknowledges, accepts, and agrees to be bound by:

(a) the effect of the exercise of UK Bail-in Powers by the relevant UK resolution authority in relation to any UK Bail-in Liability of the relevant Manager to any Engagement Party under this HY Engagement Letter, that (without limitation) may include and result in any of the following, or some combination thereof:

  (i) the reduction of all, or a portion, of the UK Bail-in Liability or outstanding amounts due thereon;

  (ii) the conversion of all, or a portion, of the UK Bail-in Liability into shares, other securities or other obligations of the Managers or another person (and the issue to or conferral on an Engagement Party of such shares, securities or obligations);

  (iii) the cancellation of the UK Bail-in Liability; and

  (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period;

(b) the variation of the terms of this HY Engagement Letter, as deemed necessary by the relevant UK resolution authority, to give effect to the exercise of UK Bail-in Powers by the relevant UK resolution authority.

(c) For the purpose of this Clause 11:

"**UK Bail-in Legislation**" means Part I of the UK Banking Act 2009 and any other law or regulation applicable in the UK relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

"**UK Bail-in Liability**" means a liability in respect of which the UK Bail-in Powers may be exercised.

"**UK Bail-in Powers**" means the powers under the UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or affiliate of a bank or investment firm, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability.

Each Manager will treat you for the purposes of the engagement hereunder as a "professional client" within the meaning and for the purposes of the Financial Conduct Authority Handbook of

Rules and Guidance and/or for the purposes of any applicable laws and regulations in the jurisdiction of such Manager, as applicable.

If any term, provision, covenant or restriction in this HY Engagement Letter is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions, covenants and restrictions contained herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated. You and the Managers shall endeavor in good faith negotiations to replace the invalid, void or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, void or unenforceable provisions.

This HY Engagement Letter may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed copy of this HY Engagement Letter to the address, fax number or email address set out in the Commitment Letter before the deadline set out therein, whereupon this HY Engagement Letter shall become a binding agreement upon our receipt.

(Signature pages follow)

Yours faithfully

[redacted]

for and on behalf of
BARCLAYS BANK PLC
as Manager

Name: [redacted]

Title: [redacted]

Notice Details:

Address: [redacted]

Email: [redacted]

Attention: [redacted]

Yours faithfully

[redacted]

for and on behalf of
CITIGROUP GLOBAL MARKETS LIMITED
as Manager

Name: [redacted]

Title: [redacted]

Notice Details:

Address: [redacted]

Email: [redacted]

Attention: [redacted]

Yours faithfully

[redacted]

for and on behalf of
STANDARD CHARTERED BANK
as Manager

Name: [redacted]

Title: [redacted]

Notice Details:

Address: [redacted]

Email: [redacted]

Attention: [redacted]

Yours faithfully

[redacted] ____________

for and on behalf of
LLOYDS BANK CORPORATE MARKETS PLC
as Manager

Name: [redacted] ____________

Title: [redacted] ____________

Notice Details:

Address: [redacted]

Email: [redacted]

Attention: [redacted]

Yours faithfully

[redacted]　　　　[redacted]

for and on behalf of
CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK
as Manager

Name: [redacted]　　　　Name: [redacted]

Title: [redacted]　　　　Title: [redacted]

Notice Details:

Address: [redacted]

Email: [redacted]

Attention: [redacted]

We acknowledge and agree to the above.

[redacted]

for and on behalf of
EAGLE BIDCO LTD
as the Company

Name: [redacted]

Title: [redacted]

Date: 6 August 2026