Execution Version

To: **Eagle Bidco Ltd**
(the ***Company***)

From: Barclays Bank PLC as Interim Facility Agent (the ***Interim Facility Agent***) and Interim Security Agent (the ***Interim Security Agent***)

Date: 6 August 2026

Dear Directors,

Project Rise – Interim Agency Fee Letter

1 Background

1.1 We refer to the interim facilities agreement dated on or about the date of this letter between, among others, the Company, the Interim Facility Agent and the Interim Security Agent (the ***Interim Facilities Agreement***).

1.2 Terms defined in the Interim Facilities Agreement have the same meaning in this letter unless otherwise defined.

1.3 This letter is the Interim Agency Fee Letter for the purposes of the Interim Facilities Agreement and is an Interim Finance Document.

2 Interim Agency Fees

2.1 In consideration of the Interim Facility Agent acting as Interim Facility Agent under the Interim Finance Documents, the Company shall pay (or shall procure that there is paid) an interim agency fee of £34,000 per annum to the Interim Facility Agent (for its own account) (the ***Interim Facility Agency Fee***).

2.2 In consideration of the Interim Security Agent acting as Interim Security Agent under the Interim Finance Documents, the Company shall pay (or shall procure that there is paid) an interim security agency fee of £10,000 per annum to the Interim Security Agent (for its own account) (the ***Interim Security Agency Fee*** and, together with the Interim Facility Agency Fee, the ***Interim Agency Fees***).

3 Payment of Interim Agency Fees

3.1 Subject to paragraph 3.2 below, the Interim Agency Fees shall be due and payable on the first day following the expiry of the Certain Funds Period and each subsequent payment shall be made in advance on each anniversary of the Interim Closing Date until the Final Repayment Date.

3.2 Interim Agency Fees shall not be payable if the Interim Closing Date does not occur.

3.3 All payments of the Interim Agency Fees shall be paid into the account(s) specified in the relevant invoice and in accordance with and on the date(s) set out in paragraph 3.1 above. Without prejudice to this paragraph 3, at the election of the Company, the Interim Agency Fees (or any part thereof) may be deducted from the proceeds of the first Interim Utilisation of the Interim Facilities to be made on the Interim Closing Date.

3.4 All amounts payable under this Interim Agency Fee Letter are exclusive of any VAT. If VAT is chargeable, the Company shall, in accordance with Clause 10.8 (*Value added taxes*) of the Interim

Facilities Agreement, pay (or shall procure that another Group Company will pay) the amount of the VAT at the same time as making the relevant fee payment.

4 Adjustment

4.1 If the Interim Facility Agent is replaced or resigns as Interim Facility Agent, or if all amounts outstanding under the Interim Finance Documents have been repaid or cancelled (including without limitation in connection with entry into the Long-term Financing Agreements), a portion of the Interim Facility Agency Fee paid in advance under this letter shall be refunded to the Company (or as directed by the Company) on a pro rata basis for the period from the date on which such replacement, resignation or termination occurred to the next anniversary of the Interim Closing Date and no further instalments of the Interim Facility Agency Fee shall be due.

4.2 If the Interim Security Agent is replaced or resigns as Interim Security Agent, or if all amounts outstanding under the Interim Finance Documents have been repaid or cancelled (including without limitation in connection with entry into the Long-term Financing Agreements), a portion of the Interim Security Agency Fee paid in advance under this letter shall be refunded to the Company (or as directed by the Company) on a pro rata basis for the period from the date on which such replacement, resignation or termination occurred to the next anniversary of the Interim Closing Date and no further instalments of the Interim Security Agency Fee shall be due.

4.3 Any refund due from the Interim Facility Agent or the Interim Security Agent under paragraphs 4.1 or 4.2 above (as relevant) may be set-off against any agency or security agency fees due under the Long-term Financing Agreements.

4.4 Subject to this paragraph 4, the Interim Agency Fees are non-refundable and non-creditable against other fees payable in connection with the Interim Facilities Agreement or the Long-term Financing Agreements.

5 Third parties

Except as otherwise expressly provided in this letter, the terms of this letter may be enforced only by a party to this letter and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded. The parties to this letter may amend this letter in writing without the consent of a third party.

6 Counterparts

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.

7 Governing Law and Jurisdiction

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law. The courts of England have exclusive jurisdiction to settle any disputes in connection with this letter and any non-contractual obligation arising out of or in connection with it.

If you agree to the above, please countersign where indicated below.

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

Yours faithfully

[redacted]

Name: [redacted]

Title: [redacted]

For and on behalf of
BARCLAYS BANK PLC

Yours faithfully

[redacted]

Name: [redacted]

Title: [redacted]

For and on behalf of
BARCLAYS BANK PLC

We acknowledge and agree to the above:

The Company

For and on behalf of

EAGLE BIDCO LTD

[redacted]

Name: [redacted]
Title: [redacted]