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 – Revolving Facilities Fee Letter

1 Introduction

1.1 This letter sets forth certain fees payable in connection with the Revolving Facility and the Interim Revolving Facility contemplated to be provided pursuant to the commitment letter dated on or about the date of this letter between us as it may be amended, amended and restated, supplemented, modified or replaced from time to time (the "**Commitment Letter**").

1.2 Terms defined in (or incorporated by reference into) the Commitment Letter have the same meaning when used in this letter unless otherwise specified. Additionally, in this letter:

"**Interim Closing Date**" has the meaning given to such term in the Interim Facilities Agreement.

"**Interim Loan**" has the meaning given to such term in the Interim Facilities Agreement.

1.3 Any reference in this letter to:

(a) the "*Arrangers*" shall include reference to any Additional Arranger appointed in accordance with the terms of the Commitment Letter; and

(b) the "*Underwriters*" shall include reference to any Additional Underwriter appointed in accordance with the terms of the Commitment Letter,

unless, in each case, the context otherwise requires.

1.4 This is the Revolving Facilities Fee Letter referred to in the Commitment Letter and constitutes a Finance Document for the purposes of the Revolving Facilities Agreement and an Interim Finance Document for the purposes of the Interim Facilities Agreement.

2 Underwriting Fee for Revolving Facility

2.1 Subject to paragraphs 2.3 and 2.4 below, the Company, subject to the other provisions of this letter, will pay, or will cause to be paid, to the Agent (for the account of the Original Commitment Parties participating in the Revolving Facility) on the Closing Date an underwriting fee (the "**Revolving Facility Underwriting Fee**") in Sterling in an amount equal to one point seventy-five (1.75) per cent. of the aggregate principal amount of the total commitments under the Revolving Facility as at the Closing Date.

2.2 The Revolving Facility Underwriting Fee shall be split between the Original Commitment Parties participating in the applicable Revolving Facility *pro rata* to their respective commitments under the Revolving Facility on the Closing Date.

2.3 No Revolving Facility Underwriting Fee will be payable unless the Closing Date and the Acquisition Closing Date has occurred.

2.4 If the Interim Closing Date has occurred and any Interim Revolving Facility Underwriting Fee has been paid in accordance with paragraph 3 (*Underwriting Fee for the Interim Revolving Facility*) below, the relevant Revolving Facility Underwriting Fee shall be reduced by an amount equal to the corresponding Interim Revolving Facility Underwriting Fee.

3 Underwriting Fee for the Interim Revolving Facility

3.1 If the Interim Closing Date has occurred, the Company will pay, or will cause to be paid, to the Interim Facility Agent (for the account of the Original Interim Lenders participating in the Interim Revolving Facility on the Interim Closing Date) on the Interim Closing Date an underwriting fee (the "**Interim Revolving Facility Underwriting Fee**") in Sterling in an amount equal to one point seventy-five (1.75) per cent. of the aggregate principal amount of the commitments under the Interim Revolving Facility as at the Interim Closing Date.

3.2 The Interim Revolving Facility Underwriting Fee shall be split between the Original Interim Lenders participating in the Interim Revolving Facility pro rata to their respective Commitments under the Interim Revolving Facility on the Interim Closing Date.

3.3 No Interim Revolving Facility Underwriting Fee will be payable unless the Interim Closing Date and the Acquisition Closing Date has occurred.

4 Miscellaneous

4.1 All fees and closing payments once paid are non-refundable and non-creditable against other fees or closing payments payable in connection with the Revolving Facility, other than as provided in this letter.

4.2 The Company may, in its sole discretion:

(a) require that any fee payable on the Closing Date under this letter shall be paid by way of a deduction from the proceeds of any loan utilised on the Closing Date, in each case either:

(i) by way of a reduction in the amounts paid by each applicable Original Commitment Party to the Agent in respect of its participation in such loan; or

(ii) by way of a reduction in the proceeds of such loan paid by the Agent to the applicable Borrower under the Revolving Facilities Agreement; and/or

(b) require that any fee payable on the Interim Closing Date under this letter shall be paid by way of a deduction from the proceeds of any Interim Loan utilised on the Interim Closing Date, in each case either:

(i) by way of a reduction in the amounts paid by each applicable Interim Lender to the Interim Facility Agent in respect of its participation in such Interim Loan; or

(ii) by way of a reduction in the proceeds of such Interim Loan paid by the Interim Facility Agent to the applicable Borrower under the Interim Facilities Agreement.

4.3 Notwithstanding anything to the contrary in this letter, the Arrangers and the Original Commitment Parties shall be permitted to allocate any fees payable to them under this letter as they deem appropriate among themselves and shall be permitted to designate the payment of any such fees to their respective Affiliates, **provided that** if such fees are so allocated or designated to an Affiliate (where such Affiliate is not an Arranger or an Original Commitment Party) then the provisions of the immediately following sentence shall apply. Following the relevant allocation or designation, the relevant Arranger or Underwriter shall without unreasonable delay (upon receipt of a written request from the Company) reasonably cooperate with the Company to provide information detailing the basis on which the relevant allocation or designation was made by it, save that the Company shall not be liable for any Taxes, costs, fees, payments, expenses, gross-up or increased costs that may result from a Commitment Party's decision to allocate all or part of the closing payments payable to it under this letter to any of its Affiliates or Related Funds. If any such allocation results or is likely to result in an increase of the cost to the Company of the closing payments payable under this letter, any such increase shall be exclusively borne by the relevant Commitment Party and the amount of the closing payment payable by the Company to the relevant Commitment Party's Affiliate or Related Fund shall be decreased accordingly so that the cost to the Company is not higher than it would have been had the closing payments been paid to the relevant Commitment Party.

4.4 The terms of this letter shall continue in full force and effect after the Revolving Facilities Agreement and/or the Interim Facilities Agreement are signed.

4.5 The provisions of this letter shall survive the expiration or termination of the Commitment Letter and the funding of the Revolving Facility and/or the Interim Facilities, and this letter supersedes any prior understanding or agreement relating to the fees for the Revolving Facility and the Interim Revolving Facility.

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

[redacted]

For and on behalf of
BARCLAYS BANK PLC
as Arranger

Name: [redacted]

Title: [redacted]

Notice Details:

Address: [redacted]

Email: [redacted]

Attention: [redacted]

[redacted]

For and on behalf of
BARCLAYS BANK PLC
as Underwriter

Name: [redacted]

Title: [redacted]

<u>Notice Details:</u>

Address: [redacted]

Email: [redacted]

Attention: [redacted]

[redacted]

For and on behalf of
CITIBANK, N.A., LONDON BRANCH
as Arranger

Name: [redacted]

Title: [redacted]

Notice Details:

Address: [redacted]

Email: [redacted]

Attention: [redacted]

[redacted]

For and on behalf of
CITIBANK, N.A., LONDON BRANCH
as Underwriter

Name: [redacted]

Title: [redacted]

<u>Notice Details:</u>

Address: [redacted]

Email: [redacted]

Attention: [redacted]

[redacted]

For and on behalf of
STANDARD CHARTERED BANK
as Arranger

Name: [redacted]

Title: [redacted]

Notice Details:

Address: [redacted]

Email: [redacted]

Attention: [redacted]

[redacted]

For and on behalf of
STANDARD CHARTERED BANK
as Underwriter

Name: [redacted]

Title: [redacted]

<u>Notice Details:</u>

Address: [redacted]

Email: [redacted]

Attention: [redacted]

[redacted]__________

For and on behalf of
LLOYDS BANK PLC
as Arranger

Name: [redacted]

Title: [redacted]

Notice Details:

Address: [redacted]

Email: [redacted]

Attention: [redacted]

[redacted]

For and on behalf of
LLOYDS BANK PLC
as Underwriter

Name: [redacted]

Title: [redacted]

Notice Details:

Address: [redacted]

Email: [redacted]

Attention: [redacted]

[redacted] [redacted]

For and on behalf of
CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK
as Arranger

Name: [redacted]

Title:

Name: [redacted]

Title:

Notice Details:

Address: [redacted]

Email: [redacted]

Attention: [redacted]

[redacted] [redacted]

For and on behalf of
CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK
as Underwriter

Name: [redacted]

Title:

Name: [redacted]

Title:

<u>Notice Details:</u>

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]

Notice Details:

Address: [redacted]

Email: [redacted]

Attention: [redacted]

With a copy (which shall not constitute notice) to:

Address: [redacted]

Email: [redacted]

Attention: [redacted]