

PRIVATE & CONFIDENTIAL

To: Eagle Bidco Ltd (the *Company* or *you*)
 15 Esplanade, St. Helier, JE1 1RB, Jersey
 (in its capacity as Obligors' Agent under the Interim Facilities Agreement (as defined below))

Attention: The Directors

Copy: The Original Interim Lenders

Dated: 31 August 2026

To whom it may concern,

Project Rise: CP Satisfaction Letter

1 Background

1.1 We refer to the amended and restated interim facilities agreement dated 31 August 2026 between, among others, the Company and Barclays Bank PLC as Interim Facility 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 We write to you in our capacity as the Interim Facility Agent under the Interim Facilities Agreement.

2 Status

2.1 We refer to paragraphs (a) and (b)(i) of clause 3.1 (*Conditions Precedent*) of the Interim Facilities Agreement and to the conditions precedent set out in Part I (*Conditions Precedent to Signing*) of Schedule 3 (*Conditions Precedent*) to the Interim Facilities Agreement (the "**CPs to Signing Schedule**") and in Part II (*Conditions Precedent to Interim Closing Date*) of Schedule 3 (*Conditions Precedent*) to the Interim Facilities Agreement (the "**CPs to Interim 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 all 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 Facilities have been unconditionally and irrevocably satisfied;

(b) *Agreed Form CPs*: the documents and/or evidence provided in respect of the condition precedent listed in paragraph 1 (*Acquisition Documents*) of the CPs to Interim Closing Date Schedule are in an agreed form and, once executed by the Company in such form (it being understood and acknowledged that such condition precedent is not capable of being satisfied prior to the Scheme Effective Date or the Offer Unconditional Date, as the case may be) and delivered to us:

(i) such documents and/or evidence will be unconditionally and irrevocably satisfied; and

- (ii) accordingly, other than those conditions described in paragraph (c) below, all conditions precedent to the availability of the Interim Facilities will have been unconditionally and irrevocably satisfied; and
- (c) *Interim Closing Date CPs*: the documents and/or evidence provided in respect of the conditions precedent listed in paragraphs 2(b) (*Fees*) and 2(a) (*Funds Flow Statement*) of the CPs to Interim Closing Date Schedule are customarily satisfied on the Interim Closing Date and we understand are within your control and will be provided on or prior to the Interim Closing Date, it being understood and acknowledged that:
 - (i) the condition precedent listed in paragraph 2(b) (*Fees*) shall not be required to be in a form and substance satisfactory to any Interim Finance Party nor subject to any other approval requirement and, in any event, a reference to the payment of such closing payments in a Drawdown Request, the Funds Flow Statement or the Tax Structure Memorandum shall be deemed to be reasonable evidence of the payment of such fees, such that the condition precedent is satisfactory to the Interim Facilities Agent, and for the purposes of paragraph 2(b) (*Fees*) of the CPs to Interim Closing Date Schedule, shall be treated as having been irrevocably and unconditionally satisfied upon receipt of such Drawdown Request, the Funds Flow Statement or the Tax Structure Memorandum; and
 - (ii) the condition precedent listed in paragraph 2(a) (*Funds Flow Statement*) shall not be required to be in a form and substance satisfactory to any Interim Finance Party nor subject to any other approval requirement such that the delivery by the Company of the Funds Flow Statement shall, for the purposes of paragraph 2(a) (*Funds Flow Statement*) of the CPs to Interim Closing Date Schedule, be deemed to irrevocably and unconditionally satisfy such condition precedent.

3 Amendments to Conditions Precedent

- 3.1 Without prejudice to the unconditional and irrevocable confirmations and/or statements (as applicable) given in paragraphs 2.2(a), and 2.2(b) and 2.2(c) 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 Majority Interim Lenders (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 documents and/or evidence referred to in paragraph 2.2(b), will be unconditionally and irrevocably satisfied; and
 - (b) accordingly the corresponding conditions precedent to the availability of the Interim Facilities will have been unconditionally and irrevocably satisfied.

4 Confidentiality

Clause 22 (*Confidentiality*) of the Interim Facilities Agreement shall be deemed incorporated into this

letter as though references therein to the Interim Finance Documents were references to this letter.

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 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.

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Yours faithfully,

BARCLAYS BANK PLC
as Interim Facility Agent



Name: 

Title: 