

From: [AP Eagle Aggregator, SCSp]
[a *société en commandite spéciale* whose address is at 2 Avenue Charles de Gaulle, L-1653
Luxembourg]
(the “**Subscriber**”)

To: Eagle Midco 1 Ltd
Company No. 161912
15 Esplanade, St. Helier, JE1 1RB, Jersey
(the “**Company**”)

Date: 2026

Dear Company,

RE: Subscription letter for preference shares in the Company

1. Subscription

The Subscriber is applying for the allotment and issue to the Subscriber of [X]¹ perpetual, non-voting, non-convertible, redeemable preference shares of £1.00 each in the capital of the Company (the “**Preference Shares**”), subject to the Company’s articles of association and the terms of this letter.

The total subscription price for the Preference Shares shall be £[X] (the “**Subscription Price**”), such amount being £1.00 per Preference Share.

The Subscriber has today remitted to the Company’s account by electronic transfer the sum of £[X].

The Subscriber requests and authorises the Company to enter the Subscriber’s name in the Company’s register of members as holder of the Preference Shares and to send to the Subscriber a share certificate in respect of the Preference Shares issued pursuant to this application.

2. Warranties

The Subscriber warrants to the Company that the statements set out below are true and accurate as at the date of this letter:

- a. it is a [*société en commandite spéciale*] duly incorporated and validly existing under the laws of its place of incorporation;
- b. it has the power to enter into and deliver, and to exercise its rights and perform its obligations under this letter;
- c. it has taken all necessary corporate action to authorise the entry into and delivery of and the performance by it of its obligations under this letter;
- d. it has the power to own its material assets and carry on its business as it is being conducted, save to the extent that failure to do so could not reasonably be expected to have a material adverse effect;
- e. the entry into and delivery of, and the exercise of its rights and the performance of its obligations under this letter does not and will not contravene any law, regulation or order applicable to it in any

¹ **Note:** To be confirmed on or around the Effective Date.

material respect or conflict with its constitutional documents in any material respect, in each case, to an extent which would have a material adverse effect; and

- f. the obligations expressed to be assumed by it under this letter constitute its legal, valid, binding and enforceable obligations.

3. General

- a. This letter may be executed in any number of counterparts, each of which constitutes an original. All the counterparts together shall constitute the one letter.
- b. This letter and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual dispute or claim) which may arise out of or in connection with this Agreement or its subject matter or formation and each Party irrevocably submits to the jurisdiction of such courts.

Yours faithfully,

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For and on behalf of [AP Eagle Aggregator, SCSp]

Agreed and accepted:

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For and on behalf of Eagle Midco 1 Ltd