

PROJECT EAGLE

CLOSING PAYMENTS LETTER

From: CEPD III-A DAC, CEPD III-D DAC, CEPD III-E DAC and CEPD III-B Limited (the “Original Lenders”)

To: Eagle UK Bidco Limited (“you” or the “Addressee” or the “Company”)

29 October 2024

Dear Sir, Madam,

We refer to the commitment letter dated on or about the date hereof that we have written to you in respect of a term loan facility and a capex and acquisition term loan facility (and corresponding interim loan facilities) (the “Commitment Letter”).

1. INTRODUCTION

- (a) Unless otherwise defined herein, terms defined in any Commitment Documents have the same meaning when used in this letter.
- (b) For the purpose of this letter:
 - (i) “**CAF 1 Loan**” means a loan made or to be made under CAF 1 or the principal amount outstanding under that loan at any time;
 - (ii) “**CAF 2 Loan**” means a loan made or to be made under CAF 2 or the principal amount outstanding under that loan at any time;
 - (iii) “**Closing Date**” shall have the meaning given to such term in the Commitment Letter or, as the context requires, the Interim Facilities Agreement;
 - (iv) “**Facility B Loan**” means a loan made or to be made under Facility B or the principal amount outstanding under that loan at any time;
 - (v) “**Interim CAF Loan**” means a loan made or to be made under the Interim CAF or the principal amount outstanding under that loan at any time;
 - (vi) “**Interim Facility B Loan**” means a loan made or to be made under Interim Facility B or the principal amount outstanding under that loan at any time; and
 - (vii) “**Payments**” means the Interim Facility B Funding Payment, the Interim CAF Funding Payment, the Facility B Funding Payment, the CAF Facility Payment and the Facility B Ticking Fee (each as defined below).
- (c) Notwithstanding any term of any Commitment Document to the contrary, no Payments or other fees, costs, taxes or expenses will accrue or be payable:
 - (i) unless the Scheme Effective Date or Offer Unconditional Date have occurred and Facility B (or, as the case may be, Interim Facility B) has been utilised (and if, for whatever reason, such Payments or other fees, costs, taxes or expenses were paid but the Scheme Effective Date or Offer Unconditional Date do not occur, or Facility B

(or, as the case may be, Interim Facility B) is not utilised, then such Payments or other fees, costs, taxes or expenses so paid shall be refunded or repaid to the Company or the as the Company directs). For the avoidance of doubt, this paragraph will not be construed as requiring any Payments or other fees, costs, taxes or expenses to be paid (or to accrue or to become payable) solely as a result of the occurrence of the Scheme Effective Date or the Offer Unconditional Date and/or (as the case may be) Facility B (or, as the case may be, Interim Facility B) being utilised if any other applicable conditions to the payment (or accrual) thereof are not satisfied; or

- (ii) to or on behalf of (or for the account of) a Terminated Commitment Party, a Sanctioned Entity or a Defaulting Interim Lender (each as defined in the Interim Facilities Agreement) or a Defaulting Lender (as defined in the Senior Facilities Agreement),

other than the fees, costs and expenses (including any applicable taxes thereon) of applicable legal counsel as contemplated in (and subject to the terms of) paragraph 7 (*Legal Fees*).

- (d) This is the Closing Payments Letter referred to in the Commitment Letter and is a Facilities Document and an Interim Document.

2. CLOSING PAYMENTS

In consideration of our entering into the Commitment Letter, and subject to paragraph 1(c) above and to paragraphs 4 and 5 below and the terms of the other Commitment Documents, the Addressee agrees to pay (or procure the payment of) the following payments, in each case subject to the occurrence of the Scheme Effective Date or Offer Unconditional Date and the Closing Date:

(a) **Interim Facility B – Funding Payment**

On each date on which Interim Facility B is utilised (each an “**Interim Facility B Funding Date**”), an aggregate amount equal to 2.50% of the aggregate principal amount of the Interim Facility B Loans which are utilised on such Interim Facility B Funding Date, and which shall be payable on the relevant Interim Facility B Funding Date to the Interim Agent for the account of the Commitment Parties (or any of their Affiliates or Related Funds) under Interim Facility B and to be divided between such Commitment Parties (or their Affiliates or Related Funds) pro rata to their respective participations in such Interim Facility B Loans so utilised on such Interim Facility B Funding Date (the “**Interim Facility B Funding Payment**”).

(b) **Interim CAF – Funding Payment**

If an Interim Facility B Funding Date occurs, on each date on which the Interim CAF is utilised (each, an “**Interim CAF Funding Date**”), an aggregate amount equal to 2.50% of the aggregate principal amount of the Interim CAF Loans which are utilised on such Interim CAF Funding Date, and which shall be payable on the relevant Interim CAF Funding Date to the Interim Agent for the account of the Commitment Parties (or any of their Affiliates or Related Funds) under the Interim CAF and to be divided between such Commitment Parties (or their Affiliates or Related Funds) pro rata to their respective participations in such Interim CAF Loans so utilised on such Interim CAF Funding Date (the “**Interim CAF Funding Payment**”).

(c) **Facility B – Funding Payment**

On each date on which Facility B is utilised (each a “**Facility B Funding Date**”), an aggregate amount equal to 2.50% of the aggregate principal amount of the Facility B Loans which are utilised on such Facility B Funding Date, and which shall be payable on the relevant Facility

B Funding Date to the Agent for the account of the Commitment Parties (or any of their Affiliates or Related Funds) under Facility B and to be divided between such Commitment Parties (or their Affiliates or Related Funds) pro rata to their respective participations in such Facility B Loans so utilised on such relevant Facility B Funding Date (the “**Facility B Funding Payment**”).

(d) **CAF 1 – Funding Payment and Cancellation Payment**

If a Facility B Funding Date occurs, in respect of CAF 1:

- (i) on each date on which CAF 1 is utilised (each, a “**CAF 1 Funding Date**”), an aggregate amount equal to 2.50% of the aggregate principal amount of the CAF 1 Loans which are utilised on such CAF 1 Funding Date, and which shall be payable on the relevant CAF 1 Funding Date to the Agent for the account of the Commitment Parties (or any of their Affiliates or Related Funds) under CAF 1 and to be divided between such Commitment Parties (or their Affiliates or Related Funds) pro rata to their respective participations in such CAF 1 Loans so utilised on such CAF 1 Funding Date (the “**CAF 1 Funding Payment**”);
- (ii) in respect of the principal amount of any undrawn available commitments in relation to CAF 1 that have not been utilised on or prior to the last day of the Availability Period in respect of CAF 1 (the “**Available CAF 1 Commitments**”), the Addressee shall pay (or procure the payment of) an amount equal to 2.50% of the aggregate principal amount of such Available CAF 1 Commitments which are cancelled upon the expiry of such Availability Period within five (5) Business Days of the last day of the Availability Period in respect of CAF 1 to the Agent for the account of the Commitment Parties (or any of their Affiliates or Related Funds) under CAF 1 and to be divided between such Commitment Parties (or their Affiliates or Related Funds) pro rata to their respective commitments under CAF 1 as at the last day of such Availability Period (the “**CAF 1 Longstop Cancellation Payment**”); and
- (iii) in respect of the principal amount of any undrawn available commitments in relation to CAF 1 that are cancelled pursuant to the ‘voluntary cancellation’ or ‘change of control/sale’ provisions under the Senior Facilities Agreement (being the relevant provisions that are equivalent to clauses 10.2 (*Voluntary cancellation*) and 11.1 (*Exit*) (respectively) of the senior facilities agreement in respect of the Applicable Standard (but, for the avoidance of any doubt, reflecting the corresponding terms of the Term Sheet) and not any other cancellation provisions under the Senior Facilities Agreement), in each case, on or after the Closing Date but prior to the last day of the Availability Period in respect of CAF 1 (any such cancellation, a “**Cancellation Event**”, and the principal amount of any undrawn available commitments so cancelled being, the “**CAF 1 Cancelled Amount**”), the Addressee shall pay (or procure the payment of) an amount equal to 2.50% of the CAF 1 Cancelled Amount within five (5) Business Days of such Cancellation Event (or in the case of any Cancellation Event in connection with the occurrence of any ‘change of control/sale’, at the same time as the Addressee makes any other payments required thereunder) to the Agent for the account of the Commitment Parties (or any of their Affiliates or Related Funds) under CAF 1 and to be divided between such Commitment Parties (or their Affiliates or Related Funds) pro rata to their respective commitments under CAF 1 as at the relevant Cancellation Event (the “**CAF 1 Voluntary/Exit Cancellation Payment**” and together with the CAF 1 Longstop Cancellation Payment, the “**CAF 1 Cancellation Payment**”).

(e) **CAF 2 – Closing Payment, Three Month Payment and Funding Payment**

If a Facility B Funding Date occurs, in respect of CAF 2:

- (i) on the Closing Date, an aggregate amount equal to 0.50% of the aggregate principal amount of the undrawn available CAF 2 commitments as at the Closing Date (the “**CAF 2 Closing Payment**”) (and excluding, for the avoidance of any doubt, any CAF 2 commitments to be utilised on the Closing Date), and which shall be payable on the Closing Date to the Agent for the account of the Commitment Parties (or any of their Affiliates or Related Funds) under CAF 2 and to be divided between such Commitment Parties (or their Affiliates or Related Funds) pro rata to their respective commitments under CAF 2 as at the Closing Date;
- (ii) if CAF 2 is utilised on the Closing Date or on the CAF 2 Three Month Date (each a “**Specified CAF 2 Funding Date**”), an aggregate amount equal to (A) (in the case of a utilisation of CAF 2 on the Closing Date) 2.50% of, and (B) (in the case of a utilisation of CAF 2 on the CAF 2 Three Month Date) 2.00% of, in each case, the aggregate principal amount of the CAF 2 Loans which are utilised on such Specified CAF 2 Funding Date, and which shall be payable on the relevant Specified CAF 2 Funding Date to the Agent for the account of the Commitment Parties (or any of their Affiliates or Related Funds) under CAF 2 and to be divided between such Commitment Parties (or their Affiliates or Related Funds) pro rata to their respective participations in such CAF 2 Loans on the relevant Specified CAF 2 Funding Date (the “**Specified CAF 2 Funding Payment**”);
- (iii) to the extent that such CAF 2 commitments have not been cancelled or utilised pursuant to the terms of the Senior Facilities Agreement (or, as the case may be, the Commitment Documents) prior to the first Business Day to occur after the date falling three Months after the Closing Date (such first Business Day, the “**CAF 2 Three Month Date**”), an aggregate amount equal to 0.50% of the aggregate principal amount of the undrawn available CAF 2 commitments as at the CAF 2 Three Month Date (the “**CAF 2 Three Month Payment**”) (and excluding, for the avoidance of any doubt, any CAF 2 commitments to be utilised on the CAF 2 Three Month Date), and which shall be payable within five Business Days of the CAF 2 Three Month Date to the Agent for the account of the Commitment Parties (or any of their Affiliates or Related Funds) under CAF 2 and to be divided between such Commitment Parties (or their Affiliates or Related Funds) pro rata to their respective commitments under CAF 2 as at the CAF 2 Three Month Date;
- (iv) on each date on which CAF 2 is utilised (each, a “**CAF 2 Funding Date**”) after (and not including) the Closing Date to (but excluding) the CAF 2 Three Month Date, an aggregate amount equal to 2.00% of the aggregate principal amount of the CAF 2 Loans which are utilised on such CAF 2 Funding Date, and which shall be payable on the relevant CAF 2 Funding Date to the Agent for the account of the Commitment Parties (or any of their Affiliates or Related Funds) under CAF 2 and to be divided between such Commitment Parties (or their Affiliates or Related Funds) pro rata to their respective participations in such CAF 2 Loans so utilised on such CAF 2 Funding Date; and
- (v) on each CAF 2 Funding Date at any time after (and not including) the CAF 2 Three Month Date, an aggregate amount equal to 1.50% of the aggregate principal amount of the CAF 2 Loans which are utilised on such CAF 2 Funding Date, and which shall be payable on the relevant CAF 2 Funding Date to the Agent for the account of the Commitment Parties (or any of their Affiliates or Related Funds) under CAF 2 and to

be divided between such Commitment Parties (or their Affiliates or Related Funds) pro rata to their respective participations in such CAF 2 Loans so utilised on such CAF 2 Funding Date (together with the payment referred to in paragraph (iv) above and CAF 1 Funding Payment, the “**CAF Facility Funding Payment**”, and the CAF Facility Funding Payment together with the CAF 1 Cancellation Payment, the CAF 2 Closing Payment, the CAF 2 Three Month Payment and the Specified CAF 2 Funding Payment, the “**CAF Facility Payment**”).

For the avoidance of doubt: (I) no fees shall be payable in respect of the Interim CAF or CAF 1 on the Closing Date (other than to the extent those Facilities themselves are drawn on the Closing Date); (II) the fees in respect of any drawn or undrawn or cancelled commitments under CAF 1 (expressed as a percentage of such commitments) shall never in any event exceed 2.50%; (III) the fees in respect of any drawn commitments under CAF 2 (expressed as a percentage of such commitments, and when aggregated with the fees payable in respect of any undrawn CAF 2 commitments) shall never in any event exceed 2.50%; (IV) no fees shall be payable upon the cancellation of any (or accrue by reference to any cancelled) CAF 2 commitments; and (V) (for the avoidance of any doubt) no fees shall be payable in respect of Facility B, CAF 1 or CAF 2 if the Senior Facilities Agreement is not signed.

3. TICKING FEE

- (a) If a Facility B Funding Date occurs, the Addressee agrees to pay (or procure the payment of) (if applicable) a ticking fee (such fees, the “**Facility B Ticking Fee**”) accruing (on a daily basis) on the aggregate principal amount of the available and undrawn commitments under Facility B, for the period from (and including) the first Business Day to occur after the date falling six Months after the date of the Announcement (such first Business Day, the “**Facility B Six Month Date**”) to (but excluding) the Closing Date at a rate of 0.10% per annum, with such fees to be paid on each Facility B Funding Date, in respect (and to the extent) of such Facility B commitments so utilised on such Facility B Funding Date, to the Agent for the account of the Commitment Parties (or any of their Affiliates or Related Funds) under Facility B and to be divided between such Commitment Parties (or their Affiliates or Related Funds) pro rata to their respective participation in the relevant Facility B Loan so utilised on such relevant Facility B Funding Date.
- (b) For the avoidance of doubt, the Addressee shall not have any obligations nor any liability in respect of any Facility B Ticking Fees (and no Facility B Ticking Fees shall accrue) for or in respect of:
 - (i) any period prior to the Facility B Six Month Date and/or for any period on or after the Closing Date; or
 - (ii) any undrawn commitments under Facility B that are not utilised or any Facility B commitments that are, at any time, cancelled (howsoever arising).

4. AGREED OFF-SET BETWEEN CLOSING PAYMENTS

- (a) For the avoidance of doubt, the parties intend for there to be no duplication of any closing payments payable in respect of the Interim Facilities Agreement and the Senior Facilities Agreement. Therefore:
 - (i) if any Interim Facility B Funding Payment is paid to the Commitment Parties (or any of their Affiliates or Related Funds) (including if paid by way of a deduction from any advances under the Interim Facility B), then such closing payment shall be deemed to have been paid on account of the Facility B Funding Payment such that the Facility B

Funding Payment due shall be reduced by the amount of any Interim Facility B Funding Payment paid; and

- (ii) if any Interim CAF Funding Payment is paid to the lenders under the Interim CAF (including if paid by way of a deduction from any advances under the Interim CAF), then such Interim CAF Funding Payment shall be deemed to have been paid on account of the CAF Facility Payment such that the CAF Facility Payment due shall be reduced by the amount of any Interim CAF Funding Payment paid.
- (b) Further, if Interim Facility B is not utilised or the Scheme Effective Date or Offer Unconditional Date has not occurred, no payments will be payable under paragraph 2(a) or 2(b) above.
- (c) Further, if Facility B is not utilised or the Scheme Effective Date or Offer Unconditional Date has not occurred, no payments will be payable under paragraph 2(c), 2(d) or 2(e) or paragraph 3 above.

5. ADDITIONAL PARTIES

- (a) Notwithstanding any other provisions of the Commitment Documents, the Commitment Parties party to this letter agree (on behalf of themselves and on behalf of the Commitment Parties originally party to the Commitment Letter (and/or (as applicable) their Affiliates, Related Funds and/or Delegates)) that they shall not be entitled to receive the portion of the compensatory economics (including all Payments under this letter) that relate to the commitments in the Facilities or Interim Facilities of any Additional Parties appointed pursuant to paragraph (a) of Clause 7 (*Subsequent Appointments*) of the Commitment Letter, and the terms of this letter and the other Commitment Documents shall be interpreted and construed accordingly.
- (b) Notwithstanding any other provisions of the Commitment Documents, the Commitment Parties party to this letter agree (on behalf of themselves and on behalf of the Commitment Parties originally party to the Commitment Letter (and/or (as applicable) their Affiliates, Related Funds and/or Delegates)) that if the Company exercises its rights under paragraph (b) of Clause 7 (*Subsequent Appointments*) of the Commitment Letter to establish, at any time (including on or after the Closing Date), a Super Senior Term Facility in lieu of (or replacing or refinancing or similar) a portion of (and reducing accordingly) the commitments of the Commitment Parties originally party to the Commitment Letter (and/or (as applicable) their Affiliates, Related Funds and/or Delegates) in respect of (and/or (as applicable) their participations in any utilisations under) Facility B, then such Commitment Parties (and/or (as applicable) their Affiliates, Related Funds and/or Delegates) shall not be entitled to receive (in the case of paragraph (i) below) 100% of, and (in the case of paragraph (ii) below) 50% of, the compensatory economics (including all Payments under this letter) that relate to the relevant commitments in Facility B (or Interim Facility B) of such Commitment Parties (and/or (as applicable) their Affiliates, Related Funds and/or Delegates) and, accordingly:
 - (i) if such appointment (and the corresponding reduction in Facility B) occurs prior to the Closing Date (or on the Closing Date, but prior to any funding occurring), 100% of the compensatory economics (including all Payments under this letter) of the Commitment Parties originally party to the Commitment Letter (and/or (as applicable) their Affiliates, Related Funds and/or Delegates) in respect that applicable portion of Facility B so reduced shall not be payable by the Company to such Commitment Parties (and/or (as applicable) their Affiliates, Related Funds and/or Delegates), and such compensatory economics (including all Payments under this letter) may instead (at the election of the Company) be payable by the Company to (or on behalf of) the relevant Additional Party, and the terms of this letter and the other Commitment Documents shall be interpreted and construed accordingly; and

- (ii) if such appointment (and the corresponding reduction in Facility B) occurs on (but after funding has occurred on) the Closing Date or at time thereafter but on or before the date falling 9 Months after the Closing Date, 50% of all of the compensatory economics (including 50% of all Payments under this letter, but excluding, for the avoidance of any doubt, any accrued interest on any relevant portion of any utilisations under Facility B) of the Commitment Parties originally party to the Commitment Letter (and/or (as applicable) their Affiliates, Related Funds and/or Delegates) in respect that applicable portion of Facility B so reduced shall: (A) (if not paid at the relevant time) not be payable by the Company to such Commitment Parties (and/or (as applicable) their Affiliates, Related Funds and/or Delegates), and 50% of all of the compensatory economics (including 50% of all Payments under this letter) may instead (at the election of the Company) be payable by the Company to (or on behalf of) the relevant Additional Party; and (B) (if paid at the relevant time) be refunded or otherwise rebated to the Company by the Commitment Parties originally party to the Commitment Letter (and/or (as applicable) their Affiliates, Related Funds and/or Delegates) and the Commitment Parties party to this letter agree to make a payment to the Company (or as the Company otherwise directs), within 3 Business Days of a request to do so by the Company, in an amount equal to 50% of all of the compensatory economics (including 50% of all Payments under this letter, but excluding, for the avoidance of any doubt, any accrued interest on any relevant portion of any utilisations under Facility B) paid by (or on behalf of) the Company to (or on behalf) such Commitment Parties in respect that applicable portion of Facility B so reduced, and (in each case) the terms of this letter and the other Commitment Documents shall be interpreted and construed accordingly.

6. DEDUCTIONS

Subject to paragraph 9(a) below, the Addressee may authorise the Agent or the Interim Agent to deduct all or part of the Payments from the relevant utilisation of Facility B, the relevant CAF Facility, the Interim Facility B or the Interim CAF (as applicable).

7. LEGAL FEES

- (a) The Company shall pay the reasonable fees, costs and expenses (including any applicable taxes thereon) of legal counsel appointed to the Commitment Parties and/or any Administrative Party in connection with the Transaction as soon as reasonably practicable following a demand to do so by a Commitment Party or, as applicable, an Administrative Party (provided that such demand is no earlier than the date on which the Company confirms that the Transaction is aborted or (if not so aborted) the Closing Date or as the Company and the relevant legal counsel may agree). If requested to do so by the Company, any legal fees to be paid by the Company will be invoiced by the relevant legal counsel to (and in an invoice addressed to) a Commitment Party or, as applicable, an Administrative Party, and then invoiced by that Commitment Party or, as applicable, that Administrative Party to the Company in an invoice addressed to the Company (including, in each case, any VAT number or equivalent (to the extent applicable) and reasonable details of the relevant invoiced amount).
- (b) Notwithstanding the foregoing, the Company shall not have any obligations nor any liability in respect of any fees, costs and/or expenses of any legal counsel whose appointment (and fees) were not agreed in advance by the Company or which are in excess of any agreed fee cap(s).
- (c) Other than as referred to in under paragraph (a) above, the Company shall not have any obligations nor any liability in respect of any costs and/or expenses of any Commitment Party or Administrative Party (including, if applicable, any in respect of any third-party, which are invoiced to or payable or have been paid by a Commitment Party or an Administrative Party) in connection with the Transaction.

8. CONFIDENTIALITY

For the avoidance of any doubt, the confidentiality provisions contained in the Commitment Letter apply in respect of this letter.

9. MISCELLANEOUS

- (a) All Payments due under this letter shall be paid in immediately available freely transferable cleared funds to such account as may be notified by the Commitment Parties, the Agent or the Interim Agent (as applicable) prior to the due date for such Payments. All such Payments shall be made in the currency in which the relevant commitments are denominated, or in connection with any Payments in respect of any utilised commitments, in the currency in which the relevant commitments are so utilised as at such utilisation date (and any Payments expressed to be payable as a percentage of the relevant commitments shall (if applicable) be determined by reference to the percentage of the relevant loan so utilised in the relevant currency)). Any party entitled to receive closing payments pursuant to this letter, shall be (at its option) entitled to structure such closing payments as original issue discount.
- (b) Notwithstanding anything to the contrary in this letter, the terms of this letter shall only apply in respect of the commitments in respect of the Interim Facilities and the Facilities as at the date of this letter and of the Commitment Parties originally party to the Commitment Letter (and/or (as applicable) their Affiliates, Related Funds and/or Delegates) and not in respect of any subsequent increase in such commitments or any additional or incremental facility established after the date of this letter.
- (c) Except as expressly contemplated by this letter, all Payments under this letter shall be made without set-off or counterclaim and free and clear of any withholding or deduction and shall be non-refundable.
- (d) The tax provisions applicable to the Senior Facilities Agreement or the Interim Facilities Agreement (as applicable) shall apply to the payments made under this letter.
- (e) You shall not be required to pay any Payments or to make any other Payments under this letter to any Defaulting Lender (as defined in the in the Senior Facilities Agreement or the Interim Facilities Agreement (as applicable)).
- (f) Any provision of this letter may only be amended or waived in writing by each of the parties hereto.
- (g) A person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or enjoy the benefit of any terms of this letter.
- (h) 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.
- (i) The provisions of this letter and the Commitment Letter comprise the entire agreement between the parties to this letter in respect of the matters referred to in the Commitment Documents.
- (j) This letter and any non-contractual obligations arising under or in connection with it shall be governed by and construed in accordance with English Law. The parties irrevocably submit to the exclusive jurisdiction of the English courts to settle any dispute arising out of or in connection with this letter (including a dispute relating to the existence, validity or termination of this letter or any non-contractual obligation arising out of or in connection with this letter)

(a “**Dispute**”) and the parties agree that the courts of England are the most appropriate and convenient courts to settle a Dispute and accordingly will not argue to the contrary.

Please confirm your agreement with the above by signing where indicated below.

Yours faithfully,

[The remainder of this page is left intentionally blank]

For and on behalf of
CEPD III-A DAC in its capacity as Original Lender

by:

[Redacted Signature]

Name

Title:

by:

[Redacted Signature]

Name:

Title:

For and on behalf of
CEPD III-D DAC in its capacity as Original Lender

by: 

Name: 
Title: 

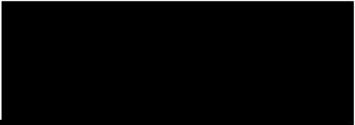
by: 

Name: 
Title: 

For and on behalf of
CEPD III-E DAC in its capacity as Original Lender

by: 

Name: _____
Title: 
by:



Name: _____
Title: 

For and on behalf of
CEPD III-B LIMITED in its capacity as Original Lender

by:

[Redacted Signature]

Name:

Title:

by:

[Redacted Signature]

Name:

Title:

We agree to the above.

For and on behalf of
EAGLE UK BIDCO LIMITED
in its capacity as Addressee or you or the Company

By:



Name: 

Title: 