

Date: 29 October 2024

To: Eagle UK Bidco Limited

For the attention of: [REDACTED]

Copy: The Original Interim Lenders

Dear Addressees,

Project Eagle – Interim Facilities Agreement - Conditions Precedent to Initial Utilisation

1. We refer to an English law governed interim facilities agreement dated 29 October 2024 between, among others, Eagle UK Bidco Limited as Company and Eagle UK Midco 3 Limited as Parent, the Original Interim Lenders listed therein and Global Loan Agency Services Limited as the Interim Facility Agent and GLAS Trust Corporation Limited as the Interim Security Agent (the “**Interim Facilities Agreement**”). Terms defined in the Interim Facilities Agreement have the same meaning when used in this letter unless a contrary indication appears herein.
2. We write to you in our capacity as Interim Facility Agent under the Interim Facilities Agreement.
3. We are pleased to confirm that, in respect of the documents and other evidence set out in Schedule 2 (*Conditions Precedent*) to the Interim Facilities Agreement (the “**CP Schedule**”), we have received all of the documents and other evidence set out in the CP Schedule in form and substance satisfactory to us in our capacity as Interim Facility Agent (acting on the instructions of the Majority Lenders). Therefore, we confirm that all of the conditions precedent listed in the CP Schedule have been unconditionally and irrevocably fully and finally satisfied.
4. In addition, we confirm (in our capacity as Interim Facility Agent (acting on the instructions of the Majority Lenders)) in relation to any document or other evidence referred to in paragraph 3 above, such documentation or other evidence shall also satisfy any corresponding condition precedent or other requirement contained in the Senior Facilities Agreement, provided only that such documentation or other evidence is delivered pursuant to the Senior Facilities Agreement with such amendments or other changes (if any) as are required to reflect the difference in the terms of the relevant condition precedent in the Senior Facilities Agreement as against the corresponding condition precedent in the Interim Facilities Agreement.
5. This letter is addressed to you for your benefit under the Interim Facilities Agreement.
6. 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. A person who is not party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
8. 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

Yours sincerely,

[Redacted Signature]

GLOBAL LOAN AGENCY SERVICES LIMITED

as Interim Facility Agent under the Interim Facilities Agreement

By:

[Redacted Name]

Title:

[Redacted Title]