

PSP INVESTMENTS CREDIT EUROPE L.P.,
10 Bressenden Place, Verde SW1 Level 8
London SW1E 5DH

CONFIDENTIAL

December 4, 2024

Leopard UK Bidco Limited
23 Savile Row, Floor 4
London W1S 2ET, England
Attention: [REDACTED]

Project Leopard
Letter Agreement

Ladies and Gentlemen:

Reference is made to the commitment letter dated the date hereof, including the exhibits and other attachments thereto (the “*Commitment Letter*”) among PSP Investments Credit Europe L.P., (“*PSP*”, “*we*” or “*us*”), the other Commitment Parties party thereto and you regarding the Transactions described therein. Capitalized terms used but not defined in this letter agreement shall have the meanings assigned thereto in the Commitment Letter.

Clause (e) of the second paragraph in Section 8 of the Commitment Letter titled “Confidentiality” excludes disclosure under such clause to “Private Equity Affiliates” of the applicable Commitment Party. By executing a signature page to this letter agreement, you hereby consent to disclosure by PSP to its “Private Equity Affiliates” of the information that is subject to the confidentiality obligations of Section 8 of the Commitment Letter or any corresponding provision in the definitive documentation relating to the Senior Secured Credit Facilities and agree that neither PSP nor any of its affiliates shall be considered “Private Equity Affiliates” for purposes of the Commitment Letter or the definitive documentation relating to the Senior Secured Credit Facilities.

In addition, clause (a) of the definition of “Disqualified Institutions” under the Commitment Letter permits you to designate certain banks, financial institutions and other persons as “Disqualified Institutions” on the terms set forth therein. By executing a signature page to this letter agreement, you hereby agree that you shall not designate PSP or its controlled affiliates as Disqualified Institutions under clause (a) of the definition thereof or any corresponding provision in the definitive documentation relating to the Senior Secured Credit Facilities.

In addition, so long as PSP or any of its affiliates is a Lender under the Senior Secured Credit Facilities, you hereby agree to promptly notify PSP (i) to at the time of the signing of definitive documentation with respect to the sale of any CoreCo Assets and (ii) upon the closing of the sale of any CoreCo Assets.

This letter agreement may not be amended or waived except by an instrument in writing signed by us and you. This letter agreement shall not be assignable by any party hereto (except by you to one or more of your affiliates that is a company organized in England and Wales and controlled, directly or indirectly, by the Sponsor to effect the consummation of the Acquisition prior to or substantially concurrently with (and to the Target substantially concurrently with) the consummation of the closing of the Acquisition)

without the prior written consent of each other party hereto (such consent not to be unreasonably withheld, conditioned or delayed), and any attempted assignment without such consent shall be null and void.

THIS LETTER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY, OR ON BEHALF OF ANY PARTY RELATED TO, OR ARISING OUT OF, THIS LETTER AGREEMENT OR THE PERFORMANCE OF SERVICES HEREUNDER.

Each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America, in each case, sitting in New York County, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this letter agreement or the transactions contemplated hereby, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such action or proceeding shall be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this letter agreement or the transactions contemplated hereby in any New York State or in any such Federal court, (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and (d) agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto agrees that service of process, summons, notice or document by registered mail addressed to you or us at the addresses set forth above shall be effective service of process for any suit, action or proceeding brought in any such court.

This letter agreement is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto. This letter agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this letter agreement by facsimile transmission or other electronic transmission (i.e., a “pdf” or “tif” file) shall be effective as delivery of a manually executed counterpart hereof. For purposes hereof, the words “execution,” “execute,” “executed,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formulations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transaction Act.

You agree that this letter agreement and its contents are subject to the confidentiality provisions of the Commitment Letter and that such provisions survive the expiration or termination of the Commitment Letter (including any extensions thereof) and the funding of the Senior Secured Credit Facilities.

[Remainder of this page intentionally left blank.]

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this letter agreement shall become a binding agreement between us and you.

Very truly yours,

PSP INVESTMENTS CREDIT EUROPE L.P.,

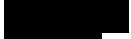
Acting by PSP Investments Credit Europe GP LLP, an English limited liability partnership, its general partner

By: [REDACTED] _____
Name: [REDACTED]
Title: [REDACTED]

By: [REDACTED] _____
Name: [REDACTED]
Title: [REDACTED]

Accepted and agreed to as of
the date first above written:

LEOPARD UK BIDCO LIMITED

By: 
Name: 
Title: 