STRICTLY PRIVATE & CONFIDENTIAL

To: **Bradbury Bidco Limited** (as "**Bidco**" or "**you**")
Forum St Pauls,
33 Gutter Lane,
London,
United Kingdom,
EC2V 8AS

Attention: REDACTED

28 August 2026

To whom it may concern,

PROJECT ARTEMIS – CLOSING PAYMENTS LETTER

1. INTRODUCTION

1.1 We refer to a commitment letter in respect of the Facilities (as defined therein) dated on or about the date of this letter from us to you as it may be amended, amended and restated, supplemented, modified and/or replaced from time to time (the "**Commitment Letter**").

1.2 This is the Closing Payments Letter referred to in the Commitment Letter. This letter sets forth certain payments payable in connection with the Interim Facilities and the Facilities to be provided by the Commitment Parties.

1.3 Terms defined in (or incorporated by reference into) the Commitment Letter, the Commitment Documents, the Agreed Form Interim Facilities Agreement (or, following its execution, the Interim Facilities Agreement) and the Facilities Agreement referred to therein shall have the same meanings when used in this letter, unless a contrary indication appears.

1.4 In this letter:

"**Interim Lender**" means a Lender as defined in the Agreed Form Interim Facilities Agreement.

"**Original Interim Lender**" means an Original Lender as defined in the Agreed Form Interim Facilities Agreement.

"**RCF Debt Basket**" means the greater of (x) amount equal to 50 per cent. of Structuring EBITDA to be included and (y) 50 per cent. of Consolidated Pro Forma EBITDA.

"**RCF Placement Date**" has the meaning given to that term in paragraph 9.1(a).

1.5 This letter will constitute a "**Fee Letter**" and a "**Finance Document**" for the purposes of the Interim Facilities Agreement and the Facilities Agreement.

2. TLB PAYMENT

2.1 Bidco will, subject to the other provisions of this letter, pay, or will cause to be paid, to the Agent (for the account of each Original Lender participating in the TLB or their designated Affiliates or Related Funds) on each Utilisation Date of the TLB (including, for the avoidance of doubt, the first Utilisation Date of the TLB) a payment (the "**TLB Payment**") in an amount equal to 2.00 per cent. of the aggregate principal amount of the TLB utilised on such Utilisation Date *provided that* the maximum amount of payments payable (in aggregate) pursuant to this paragraph 2.1 shall not exceed an amount equal to 2.00 per cent. of the aggregate principal amount of the Commitments under the TLB as at the Closing Date.

2.2 The TLB Payment shall be split between the Original Lenders participating in the TLB (or their designated Affiliates or Related Funds) pro rata to their (or their Affiliates' or Related Funds') respective participations in the TLB on each Utilisation Date of the TLB.

2.3 No TLB Payment will be payable unless the Closing Date has occurred.

2.4 No TLB Payment (or any other payment in respect of the TLB) shall be payable in respect of any commitments under the TLB which are cancelled prior to the Closing Date.

2.5 If the Interim Closing Date has occurred and the Interim TLB Payment has been paid (in full or in part) in accordance with paragraph 3 (*Interim TLB Payment*) below, the TLB Payment shall be reduced by an amount equal to the Interim TLB Payment paid pursuant to this letter.

3. INTERIM TLB PAYMENT

3.1 If the Interim Closing Date occurs and the Interim TLB is utilised, Bidco will, subject to the other provisions of this letter, pay, or will cause to be paid, to the Interim Facility Agent (for the account of each Original Interim Lender participating in the Interim TLB or their designated Affiliates or Related Funds) on each Utilisation Date of the Interim TLB (including, for the avoidance of doubt, the first Utilisation Date of the Interim TLB) a payment (the "**Interim TLB Payment**") in an amount equal to 2.00 per cent. of the aggregate principal amount of the Interim TLB utilised on such Utilisation Date *provided that* the maximum amount of payments payable (in aggregate) pursuant to this paragraph 3.1 shall not exceed an amount equal to 2.00 per cent. of the aggregate principal amount of the Commitments under the Interim TLB as at the Interim Closing Date.

3.2 The Interim TLB Payment shall be split between the Original Interim Lenders participating in the Interim TLB (or their designated Affiliates or Related Funds) pro rata to their (or their Affiliates' or Related Funds') respective participations in the Interim TLB on each Utilisation Date of the Interim TLB.

3.3 No Interim TLB Payment will be payable unless the Interim Closing Date has occurred.

3.4 No Interim TLB Payment (or any other payment in respect of the Interim TLB) shall be payable in respect of any commitments under the Interim TLB which are cancelled prior to the Interim Closing Date.

4. TLB UNDERWRITING/STRUCTURING FEE

4.1 Bidco will, subject to the other provisions of this letter, pay, or will cause to be paid, to the Agent (for the account of each Original Lender participating in the TLB or their designated Affiliates or Related Funds) on each Utilisation Date of the TLB (including, for the avoidance of doubt, the first Utilisation Date of the TLB) an underwriting/structuring fee (the "**TLB Underwriting/Structuring Fee**") in an amount equal to 0.50 per cent. of the aggregate principal amount of the TLB utilised on such Utilisation Date *provided that* the maximum amount of payments payable (in aggregate) pursuant to this paragraph 4.1 shall not exceed an amount equal to 0.50 per cent. of the aggregate principal amount of the Commitments under the TLB as at the Closing Date.

4.2 The TLB Underwriting/Structuring Fee shall be split between the Original Lenders participating in the TLB (or their designated Affiliates or Related Funds) pro rata to their (or their Affiliates' or Related Funds') respective participations in the TLB on each Utilisation Date of the TLB.

4.3 No TLB Underwriting/Structuring Fee will be payable unless the Closing Date has occurred.

4.4 No TLB Underwriting/Structuring Fee (or any other payment in respect of the TLB) shall be payable in respect of any commitments under the TLB which are cancelled prior to the Closing Date.

4.5 If the Interim Closing Date has occurred and the Interim TLB Underwriting/Structuring Fee has been paid (in full or in part) in accordance with paragraph 5 (*Interim TLB Underwriting/Structuring Fee*) below, the TLB Payment shall be reduced by an amount equal to the Interim TLB Payment paid pursuant to this letter.

5. **INTERIM TLB UNDERWRITING/STRUCTURING FEE**

5.1 If the Interim Closing Date occurs and the Interim TLB is utilised, Bidco will, subject to the other provisions of this letter, pay, or will cause to be paid, to the Interim Facility Agent (for the account of each Original Interim Lender participating in the Interim TLB or their designated Affiliates or Related Funds) on each Utilisation Date of the Interim TLB (including, for the avoidance of doubt, the first Utilisation Date of the Interim TLB) a payment (the "**Interim TLB Underwriting/Structuring Fee**") in an amount equal to 0.50 per cent. of the aggregate principal amount of the Interim TLB utilised on such Utilisation Date *provided that* the maximum amount of payments payable (in aggregate) pursuant to this paragraph 5.1 shall not exceed an amount equal to 0.50 per cent. of the aggregate principal amount of the Commitments under the Interim TLB as at the Interim Closing Date.

5.2 The Interim TLB Underwriting/Structuring Fee shall be split between the Original Interim Lenders participating in the Interim TLB (or their designated Affiliates or Related Funds) pro rata to their (or their Affiliates' or Related Funds') respective participations in the Interim TLB on each Utilisation Date of the Interim TLB.

5.3 No Interim TLB Underwriting/Structuring Fee will be payable unless the Interim Closing Date has occurred.

5.4 No Interim TLB Underwriting/Structuring Fee (or any other payment in respect of the Interim TLB) shall be payable in respect of any commitments under the Interim TLB which are cancelled prior to the Interim Closing Date.

6. **ACF PAYMENTS**

6.1 Bidco will, subject to the other provisions of this letter, pay, or will cause to be paid, to the Agent (for the account of the Original Lenders participating in the ACF or their designated Affiliates or Related Funds), payments in the following amounts (the "**ACF Payments**") (without double counting):

(a) on the Closing Date, an amount equal to 1.25 per cent. of the aggregate amount of the commitments in respect of the ACF on the Closing Date;

(b) on each date on which the ACF is utilised (whether in full or in part) during the period from (and including) the Closing Date to the end of the Availability Period applicable to the ACF, in an amount equal to 1.25 per cent. of the aggregate amount of the commitments in respect of the ACF which are so utilised (whether in full or in part) on each such date;

(c) on each date on which the ACF is cancelled (whether in full or in part) during the period from (and excluding) the Closing Date to the end of the Availability Period applicable to the ACF, in an amount equal to 1.25 per cent. of the aggregate amount of the commitments in respect of the ACF which are so cancelled (whether in full or in part) on each such date; and

(d) in an amount equal to 1.25 per cent. of the aggregate amount of the Available Commitments under the ACF as at the end of the Availability Period applicable to the ACF,

provided that:

(i) that the maximum amount of fees applicable and payments payable (in aggregate) pursuant to this paragraph 6.1 shall be an amount equal to 2.50 per cent. of the aggregate principal amount of the commitments under the ACF as at the Closing Date; and

(ii) such ACF Payment shall be paid:

(A) with respect to the ACF Payment under sub-paragraph (a), on the Closing Date;

(B) with respect to the ACF Payment under sub-paragraph (b), on the date of such utilisation;

(C) with respect to the ACF Payment under sub-paragraph (c), on the date of such cancellation; and

(D) with respect to the ACF Payment under sub-paragraph (d), on the Business Day following the end of the Availability Period applicable to the ACF.

6.2 Each payment of the ACF Payments shall be split between the Lenders under the ACF pro rata to their respective participations in the utilisation of the ACF or commitments under the ACF on the applicable payment date (as applicable).

6.3 No ACF Payment shall be payable unless the Closing Date occurs and no ACF Payment (or any other payment in respect of the ACF) shall be payable in respect of any commitments under the ACF which are cancelled prior to the Closing Date.

7. **RCF PAYMENT**

7.1 Bidco will, subject to the other provisions of this letter, pay, or cause to be paid, to the Agent (for the account of the Lenders participating in the RCF or their designated Affiliates or Related Funds) (the "**RCF Payment**") as follows (without double counting):

(a) on each date on which the RCF is utilised (each, an "**RCF Drawdown Date**") during the period from (and including) the Closing Date to (but excluding) the RCF Placement Date, a fee which is equal to 2.50 per cent. of the aggregate principal amount of the commitments in respect of the RCF which are so utilised on each such date (the "**RCF Drawdown Payment**"); and

(b) no later than five Business Days after (but excluding) the RCF Placement Date (the "**RCF Fee Payment Date**"), a payment which is equal to 2.50 per cent. of the aggregate principal amount of the commitments under the RCF as at the RCF Placement Date which remain committed, unutilised and uncancelled (and, for the avoidance of doubt, in respect of which no RCF Drawdown Payment is due and applicable in accordance with paragraph (a) above and in respect of which no RCF Placement Option has been exercised on or prior to the RCF Placement Date in accordance with paragraph 9.1(a)(i) below) on the RCF Placement Date (an "**RCF Fee Payment**"),

provided that:

(A) the maximum amount of payments payable (in aggregate) pursuant to sub-paragraphs 7.1(a) and 7.1(b) shall be an amount equal to 2.50 per cent. of the aggregate principal amount of the commitments under the RCF as at the Closing Date; and

(B) such RCF Payment shall be paid:

(1) with respect to a RCF Drawdown Payment, on the relevant RCF Drawdown Date; and

(2) with respect to the RCF Fee Payment, on the RCF Fee Payment Date.

7.2 Each RCF Payment shall be split between the Lenders participating in the RCF pro rata to their (or their Affiliates' or Related Funds') respective participations in the RCF on the applicable payment date.

7.3 No RCF Payment will be payable unless the Closing Date has occurred and no RCF Payment (or any other payment in respect of the RCF) shall be payable in respect of any unfunded commitments under the RCF which are cancelled prior to the RCF Placement Date.

7.4 If the Interim Closing Date has occurred and Interim RCF Payments have been paid in accordance with paragraph 8 (*Interim RCF Payment*), the RCF Payments shall be reduced by an amount equal to the Interim RCF Payments paid pursuant to this letter.

8. **INTERIM RCF PAYMENT**

8.1 Bidco will, subject to the other provisions of this letter, pay, or cause to be paid, to the Interim Facility Agent (for the account of the Interim Lenders participating in the Interim RCF or their designated Affiliates or Related Funds) (the "**Interim RCF Payment**") as follows (without double counting):

(a) on each date on which the Interim RCF is utilised (each, an "**Interim RCF Drawdown Date**") during the period from (and including) the Interim Closing Date to (but excluding) the RCF Placement Date, a fee which is equal to 2.50 per cent. of the aggregate principal amount of the commitments in respect of the Interim RCF which are so utilised on each such date (the "**Interim RCF Drawdown Payment**"); and

(b) no later than five Business Days after (but excluding) the RCF Placement Date (the "**Interim RCF Fee Payment Date**"), a payment which is equal to 2.50 per cent. of the aggregate principal amount of the commitments under the Interim RCF as at the RCF Placement Date which remain committed, unutilised and uncancelled (and, for the avoidance of doubt, in respect of which no Interim RCF Drawdown Payment is due and applicable in accordance with paragraph (a) above and in respect of which no RCF Placement Option has been exercised on or prior to the RCF Placement Date in accordance with paragraph 9.1(a)(i) below) on the RCF Placement Date (an "**Interim RCF Fee Payment**"),

provided that:

(A) the maximum amount of payments payable (in aggregate) pursuant to subparagraphs 8.1(a) and 8.1(b) shall be an amount equal to 2.50 per cent. of the aggregate principal amount of the commitments under the Interim RCF as at the Interim Closing Date; and

(B) such Interim RCF Payment shall be paid:

(1) with respect to an Interim RCF Drawdown Payment, on the relevant Interim RCF Drawdown Date; and

(2) with respect to the Interim RCF Fee Payment, on the Interim RCF Fee Payment Date.

8.2 Each Interim RCF Payment shall be split between the Interim Lenders participating in the Interim RCF pro rata to their (or their Affiliates' or Related Funds') respective participations in the Interim RCF on the applicable payment date.

8.3 No Interim RCF Payment will be payable unless the Interim Closing Date has occurred and no Interim RCF Payment (or any other payment in respect of the Interim RCF) shall be payable in respect of any unfunded commitments under the Interim RCF which are cancelled prior to the RCF Placement Date.

9. **RCF PLACING OPTIONS**

9.1 Notwithstanding any other provision in the Commitment Documents and the Finance Documents to the contrary including paragraph 2 (*Appointment*) of the Commitment Letter, Bidco and each Commitment Party acknowledges and agrees that:

(a) Bidco shall have the right on the terms of this letter (at any time on or prior to the date falling 6 months from and excluding the Closing Date (or such later date agreed by the Original Commitment Parties (acting reasonably and in good faith) (the "**RCF Placement Date**")) to (in Bidco's sole discretion, **provided that** Bidco acts reasonably and in good faith but otherwise without any obligation on Bidco to consent to take any action)):

(i) replace any commitments under the RCF with super senior revolving facility commitments to be provided by one or more potential lenders selected by Bidco (the "**RCF Placing Lenders**") and invite such RCF Placing Lenders on a several basis to participate in and provide up to 100 per cent. (or, subject to the RCF Debt Basket, commitments in an aggregate principal amount in excess of 100 per cent.) of the RCF (the "**RCF Placement Option**" and any commitments so placed, the "**Placed RCF Commitments**"); and/or

(ii) establish super senior revolving facility commitments with one or more lenders,

provided that the aggregate amount of super senior revolving facility commitments under such facilities does not exceed the RCF Debt Basket.

9.2 No RCF Payment shall be applicable or payable (as applicable) to the relevant Commitment Parties in respect of any unutilised commitments under the RCF which are subject to the RCF Placement Option if (and to the extent) the relevant Placed RCF Commitments so established are established prior to the RCF Placement Date.

9.3 Each RCF Placing Lender which commits to provide any Placed RCF Commitments shall be entitled to receive amounts specified by Bidco (which may be more than or less than the amounts that would otherwise be payable to the relevant Commitment Parties) on account of any arrangement fee, underwriting fee, ticking payment, upfront payment, market participation fee, commitment, funding, issuance, rollover, take out, commission or placement fee under and in accordance with the Commitment Documents or the Finance Documents on that proportion of the Placed RCF Commitments committed to by such RCF Placing Lender pursuant to this RCF Placement Option.

9.4 Any RCF commitments not replaced pursuant to the RCF Placement Option by the RCF Placement Date shall continue to be held by the relevant Commitment Parties on the terms set out in the Term Sheet in relation to Termed-Out Loans.

9.5 Any Placed RCF Commitments committed to by a RCF Placing Lender pursuant to the RCF Placement Option shall be allocated as between the commitments (including, for the avoidance of doubt, loans) of the Commitment Parties *pro rata* and the commitments (including, for the avoidance of doubt, loans) of the Commitment Parties shall be automatically cancelled and reduced (and, if utilised, repaid without call protection), provided that Bidco shall cancel and reduce drawn commitments in priority to undrawn commitments on a GBP-for-GBP basis in an amount equal to the Placed RCF Commitments so established, effective upon such establishment taking effect.

9.6 The Commitment Parties hereby undertake, at the request of Bidco, to enter into new Commitment Documents and/or any other appropriate documentation to amend or replace the Commitment Documents or any Finance Document to reflect any changes required to reflect the accession of each of the RCF Placing Lenders and joining such RCF Placing Lenders as a party to the relevant document (**provided that** such changes shall be (a) not be materially adverse to the interests of the Lenders under the TLB and ACF under the Finance Documents taken as a whole or (b) otherwise agreed to by the Majority Lenders (acting reasonably and in good faith)).

9.7 Notwithstanding anything contrary in the Commitment Documents and/or the Finance Documents, the terms of this paragraph 9 will prevail if there is a conflict between the terms of this paragraph 9 and the terms of the Commitment Documents and/or the Finance Documents.

9.8 For the avoidance of doubt, there shall be no double counting of RCF Payments or Interim RCF Payment Payments that have been paid in respect of RCF loans or Interim RCF loans (as applicable) drawn prior to the RCF Placement Date on the one hand, and ACF Payments in respect of any RCF loans or Interim RCF loans (as applicable) that term out into Termed-Out Loans on the other.

10. TICKING FEE

10.1 Bidco will, subject to the other provisions of this letter, pay, or cause to be paid, to the Agent (for the account of each Original Lender participating in the TLB or their designated Affiliates or Related Funds) *pro rata* to each Original Lender's (or their Affiliates' or Related Funds) then undrawn and uncancelled Commitments, a ticking fee (the "**Ticking Fee**") as follows:

(a) for the period from the Countersign Date until (and including) the date falling 270 days thereafter, zero per cent.; and

(b) for the period from the date that falls 271 days after the Countersign Date (the "**Ticking Fee Commencement Date**") until (and excluding) the Closing Date, 1.25 per cent. per annum on each Original Lender's (or their Affiliates' or Related Funds) Commitments under the TLB utilised on each Utilisation Date.

10.2 The Ticking Fee shall accrue on a daily basis from and including the Ticking Fee Commencement Date to and excluding the Closing Date and shall be calculated on the basis of the actual number of calendar days elapsed and a 365 day year.

10.3 The Ticking Fee is due and payable on the Closing Date and shall be payable in Sterling.

10.4 Bidco agrees that the Agent is authorised to deduct the Ticking Fee from the proceeds of the first Utilisation of the TLB.

10.5 No Ticking Fee will be payable unless the Closing Date has occurred.

10.6 No Ticking Fee (or any other payment in respect of the TLB) shall be payable in respect of any commitments under the TLB which are cancelled prior to the Closing Date.

10.7 If the Interim Closing Date has occurred and the Interim Ticking Fee has been paid (in full or in part) in accordance with paragraph 11 (*Interim Ticking Fee*) below, the Ticking Fee shall be reduced by an amount equal to the Interim Ticking Fee paid pursuant to this letter.

11. INTERIM TICKING FEE

11.1 If the Interim Closing Date occurs and the Interim TLB is utilised, Bidco will, subject to the other provisions of this letter, pay, or cause to be paid, to the Interim Facility Agent (for the account of each Original Lender participating in the Interim TLB or their designated Affiliates or Related Funds) *pro rata* to each Original Lender's (or their Affiliates' or Related Funds) then undrawn and uncancelled Commitments, a ticking fee (the "**Interim Ticking Fee**") as follows:

(a) for the period from the Countersign Date until (and including) the date falling 270 days thereafter, zero per cent.; and

(b) for the period from the date that falls 271 days after the Countersign Date (the "**Interim Ticking Fee Commencement Date**") until (and excluding) the Interim Closing Date, 1.25 per cent. per annum on each Original Lender's (or their Affiliates' or Related Funds) Commitments under the Interim TLB utilised on each Utilisation Date.

11.2 The Interim Ticking Fee shall accrue on a daily basis from and including the Interim Ticking Fee Commencement Date to and excluding the Interim Closing Date and shall be calculated on the basis of the actual number of calendar days elapsed and a 365 day year.

11.3 The Interim Ticking Fee is due and payable on the Interim Closing Date and shall be payable in Sterling.

11.4 Bidco agrees that the Interim Agent is authorised to deduct the Interim Ticking Fee from the proceeds of the first Utilisation of the Interim TLB.

11.5 No Interim Ticking Fee will be payable unless the Interim Closing Date has occurred.

11.6 No Interim Ticking Fee (or any other payment in respect of the Interim TLB) shall be payable in respect of any commitments under the Interim TLB which are cancelled prior to the Interim Closing Date.

12. PAYMENTS

12.1 All payments:

(a) under this letter are made subject to the provisions set out in paragraph 8 (*Payments*) of the Commitment Letter which are incorporated into this letter *mutatis mutandis*, provided that in the event of any conflict between the provisions of paragraph 8 (*Payments*) of the Commitment Letter and any provision of the Interim Facilities Agreement or the Facilities Agreement, the relevant provision of the Interim Facilities Agreement or Facilities Agreement shall instead apply; and

(b) once paid are non-refundable and non-creditable against other arrangement, ticking or other payments payable in connection with the Facilities or Interim Facilities, as applicable, other than as provided in this letter.

12.2 All payments:

(a) on the Closing Date under this letter;

(b) on any date of utilisation pursuant to paragraph 6.1(b) of this letter; and/or

(c) an RCF Drawdown Date or an Interim RCF Drawdown Date,

shall, unless to do so would cause an adverse effect on the tax affairs (or otherwise) of a member of the Group (as determined by Bidco, acting reasonably and in good faith), be paid by way of a deduction from the proceeds of any Loan utilised on the Closing Date or, as applicable, any date of utilisation of an applicable Loan, in each case either:

(i) by way of a reduction in the amounts paid by each applicable Lender to the Agent in respect of its participation in such Loan; or

(ii) by way of a reduction in the proceeds of such Loan paid by the Agent to the applicable Borrower under the Facilities Agreement.

12.3 The Interim Lenders (acting reasonably) may, require that any payment or closing payment payable:

(a) on the Interim Closing Date under this letter; and/or

(b) on any date of utilisation pursuant to paragraph 6.1(a) of this letter,

shall, unless to do so would cause an adverse effect on the tax affairs (or otherwise) of a member of the Group (as determined by Bidco, acting reasonably and in good faith), be paid by way of a deduction from the proceeds of any Interim Loan utilised on the Interim Closing Date or on any date of utilisation of an Interim Loan, in each case either:

(i) by way of a reduction in the amounts paid by each applicable Interim Lender to the Interim Facility Agent in respect of its participation in such Interim Loan; or

(ii) by way of a reduction in the proceeds of such Interim Loan paid by the Interim Facility Agent to the applicable Borrower under the Interim Facilities Agreement.

12.4 To the extent that a payment or closing payment is to be made by way of reduction from the proceeds of any Loan which is to be made in an Optional Currency (the "**Relevant Optional Currency**"), such payment shall be payable in the Relevant Optional Currency rather than in the relevant Base Currency, provided that all other payments or closing payments shall be payable in the Base Currency.

13. MISCELLANEOUS

13.1 No party to this letter shall assign any of its rights or transfer any of its rights or obligations under this letter other than in accordance with the Commitment Letter.

13.2 The terms of this letter shall continue in full force and effect after the Interim Facilities Agreement and/or the Facilities Agreement is signed.

13.3 The provisions of this letter shall survive the expiration or termination of the Commitment Letter, funding of any of the Interim Facilities and funding of any of the Facilities. This letter supersedes any prior understanding or agreement relating to payments for the Interim Facilities and the Facilities.

13.4 Except as otherwise expressly provided in this letter, the terms of this letter may be enforced only by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded. Notwithstanding any term of this letter, no consent of a third party is required for any termination or amendment of this letter.

13.5 Notwithstanding anything to the contrary in this letter, the Original Lenders and Interim Lenders (as applicable) shall be permitted to designate the payment of any such payments to their respective Affiliates or Related Funds. Bidco shall not be liable for Taxes, costs, fees, expenses, gross-up or increased costs that may result from an Original Lender's decision to allocate all or part of the payments applicable or payable to it under this letter to any of its Affiliates or Related Funds. If any such allocation results or is likely to result in an increase of the cost to Bidco of the payments payable under this letter, any such increase shall be exclusively borne by the relevant Original Lender and the amount of the payments payable by Bidco to the relevant Original Lender's Affiliate or Related Fund shall be decreased accordingly so that the cost to Bidco is not higher than it would have been had the payments been paid to the relevant Original Lender.

13.6 This letter may be executed in any number of counterparts, in "wet ink" or electronically, and this has the same effect as if the signatures on the counterparts were on a single copy of this letter. Delivery of a counterpart of this letter by email attachment shall be an effective mode of delivery.

14. GOVERNING LAW AND JURISDICTION

The provisions of paragraph 20 (*Governing Law and Jurisdiction*) of the Commitment Letter shall apply to this letter and are incorporated by reference herein.

Please acknowledge your agreement and acceptance of the above by signing and returning by email to the contacts identified on the signature pages to the Commitment Letter (or their legal counsel), a copy of this letter countersigned by you.

Kind regards,

[*Signature pages follow*]

Signatures to the Closing Payments Letter

For and on behalf of

Ares Management Limited, for and on behalf of funds or other accounts managed and/or advised by Ares Management Limited, Ares Management UK Limited and Ares Management Luxembourg and/or any affiliate of the foregoing

as Original Lender and Interim Lender

REDACTED

By:
Name: REDACTED
Title: REDACTED

Copy to: REDACTED

Attention: REDACTED

Address: REDACTED

We agree to the above terms

Bradbury Bidco Limited

REDACTED

Name: REDACTED
Title: REDACTED

Date: 1 September 2026