From: Ares Capital Europe VI (E) Levered
14 Avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Ares Capital Europe VI (E) Unlevered
14 Avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Ares Capital Europe VI (G) Levered
14 Avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Ares Capital Europe VI (G) Unlevered
14 Avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Ares Capital Europe VI (E) II Levered, L.P.
United Agent Group Inc., Brandywine Plaza, 1521 Concord Pike, Suite 201, Wilmington, Delaware 19803, United States

Ares Capital Europe VI (E) II Unlevered, L.P.
United Agent Group Inc., Brandywine Plaza, 1521 Concord Pike, Suite 201, Wilmington, Delaware 19803, United States
(together, the "**Ares Co-Investors**")

Epiris Fund III Co-Investment (B) L.P. (the "**Aggregator**" and, together with the Ares Co-Investors, the "**Co-Investors**")

Epiris QAHC III Limited ("**Epiris Fund III**")

Epiris QAHC III (B) Limited (together with Epiris Fund III, the "**Lead Investor**" and, together with the Co-Investors, the "**Investors**")

To: Tomlinson Topco Limited ("**Topco**")

Mears Midco Limited ("**Midco**")

Mysterio Midco Limited ("**HoldCo**")

Bradbury Bidco Limited ("**Bidco**")

together, the "**parties**"

1 September 2026

PROJECT ARTEMIS – SUBSCRIPTION AND WRAPPER AGREEMENT

Reference is made to:

(a) the proposed acquisition, either by way of a takeover offer or scheme of arrangement or otherwise, by Bidco of the entire issued and to be issued share capital of Gamma Communications plc (the "**Target**" and, together with its subsidiary undertakings from time to time, the "**Target Group**" and each undertaking, a "**Target Group Company**") (such acquisition being the "**Artemis Acquisition**");

(b) the proposed investment in Topco (together with its subsidiary undertakings from time to time, including the Target Group from Completion (defined below), the "**Group**") by the Investors; and

(c) Bidco and the Target's intention to announce on or around the date of this Letter an offer (the "**Offer**") in relation to the Artemis Acquisition pursuant to Rule 2.7 of the City Code on Takeovers and Mergers (the "**Code**").

The parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Letter, unless expressly stated otherwise:

(a) "**Affiliate**" means any person who or which, directly or indirectly, controls, or is controlled by, or is under common control with, such person, and "control" (together with its correlative meanings, "controlled by" and "under common control with") means, with respect to any other person, the possession, directly or indirectly, of power to direct or cause the direction of management or policies of such person (whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise), but excludes any portfolio or investee company in which any investment fund managed or advised by such person holds any interest;

(b) "**Ares Advisers**" means the advisers listed in Schedule 4;

(c) "**Ares Expenses**" means the fees, costs and expenses of the Ares Advisers;

(d) "**Business Day**" means a day which is not a Saturday, a Sunday or a public holiday in: (i) London, England, (ii) St Helier, Jersey, (iii) Luxembourg, Grand Duchy of Luxembourg; or (iv) Wilmington, Delaware, United States of America;

(e) "**Concert Party**" means any person acting in concert (as such term is defined in the Code) with an Investor (and, in the case of the Ares Co-Investors, may, with the consent of the Panel, exclude funds advised by Ares Systematic Credit Limited and as may be further limited to the Ares European Credit group within the wider Ares Management LLC group, based on the disapplication of the presumption described in Note 6(c) of the definition under the Code if, and to the extent, provided by the Panel);

(f) "**Condition Precedent**" means the Effective Date having occurred;

(g) "**Effective Date**" means the date on which the Artemis Acquisition becomes effective as follows: (i) if the Artemis Acquisition is effected by way of a scheme of arrangement, the scheme having become effective pursuant to its terms; or (ii) if the Artemis Acquisition is implemented by way of a takeover offer, such offer having been declared or become unconditional in all respects, in each case, in accordance with the requirements of the Code and the Companies Act 2006;

(h) "**Joint Expenses**" means: (i) the fees and expenses of the Joint Advisers; and (ii) any other costs or expenses of Bidco, in each case incurred with the prior written consent of the Lead Investor and the Majority Ares Co-Investors in relation to the Artemis Acquisition and in each case including VAT to the extent applicable;

(i) "**Joint Advisers**" means the advisers listed in Schedule 3 and any other advisers or third parties appointed in writing jointly by the Investors or by Bidco with the prior written consent of the Lead Investor and the Majority Ares Co-Investors in relation to the Artemis Acquisition;

(j) "**Majority Ares Co-Investors**" means those Ares Co-Investors who hold more than 50% in number of the shares held by the Ares Co-Investors in the capital of Topco or any other Group Company from time to time in issue, in each case acting by Ares Management Limited;

(k) "**Panel**" means the UK Panel on Takeovers and Mergers; and

(l) "**Target Interest**" means any interest in any shares or other equity securities of, or relating to, the Target.

1.2 The headings and sub-headings in this Letter are inserted for convenience only and shall not affect the construction of this Letter.

1.3 References herein to "**Schedules**" are references to schedules of this Letter.

1.4 Each of the Schedules shall form part of this Letter.

2. EQUITY SUBSCRIPTIONS

2.1 Within 10 calendar days of the satisfaction of the Condition Precedent:

(a) the Ares Co-Investors shall severally invest, in the amounts set out in Schedule 2 to this Letter, a total of £30,000,000 in cash (in immediately available funds denominated in pounds sterling) into A ordinary shares issued by Topco (the "**A Ordinary Shares**") and A preference shares issued by Topco (the "**A Preference Shares**" and, together with the A Ordinary Shares, the "**Institutional Strip**");

(b) the Lead Investor shall invest £224,700,000 in cash (in immediately available funds denominated in pounds sterling) into the Institutional Strip; and

(c) the Aggregator shall invest £220,300,000 in cash (in immediately available funds denominated in pounds sterling) into the Institutional Strip, comprising (subject to paragraph 2.5):

(i) £4,500,000 being funded by Limewood Investments 1 L.P. (acting by its general partner, Limewood Investments 1 GP Limited) ("**Limewood**"); and

(ii) £215,800,000 in aggregate being funded by HarbourVest Co-Investment VII Buyout Aggregator L.P., HarbourVest 2025 Global Investment L.P., and HIPEP X Fund L.P. (together "**HarbourVest**"),

in each case: (i) in accordance with, and with such A Ordinary Shares and A Preference Shares to be entitled to the rights and subject to the obligations as contemplated in, the equity term sheet set out in Schedule 1 (the "**Artemis Equity Term Sheet**"); (ii) in accordance with the tax structure paper related to the Artemis Acquisition produced by PwC dated on or around the date of this Letter (as updated or amended from time to time with the agreement of the Lead Investor) (the "**Tax Paper**") subject to paragraph 7.3(a) of this Letter; and (iii) at the same price per A Ordinary Share and price per A Preference Share as each other Investor pays for such A Ordinary Share and such A Preference Share.

2.2 The Lead Investor shall procure that, against receipt of the amounts referred to in paragraph 2.1, Topco shall: (a) allot and issue the relevant shares and related certificates to the relevant Investor; (b) enter the relevant Investor in the register of members as holder of the relevant shares; and (c) provide certified copies of the relevant registers to the Ares Co-Investors within 10 Business Days of the satisfaction of their obligation in paragraph 2.1 of this Letter.

2.3 The ratio of A Preference Shares to A Ordinary Shares to be subscribed for by each Investor shall be the same ratio of A Preference Shares to A Ordinary Shares for each Investor, with such ratio being agreed by the Lead Investor in writing.

2.4 Subject to the terms of this Letter, each of the parties consents to the subscriptions provided for in this Letter and irrevocably waives or agrees to procure the waiver of any rights or restrictions which may exist which might otherwise prevent or invalidate any such subscriptions.

2.5 The amounts set out in paragraph 2.1 may be adjusted by written agreement between the Ares Co-Investors, the Lead Investor and the Aggregator at any time prior to seven days following the satisfaction of the Condition Precedent, provided that the amounts set out in Schedule 2 shall be adjusted accordingly. In addition, if the Lead Investor receives written notice from the Aggregator that Limewood wishes to increase its contribution to the Aggregator from £4,500,000 to an amount not exceeding £27,300,000, then the amounts to be invested pursuant to paragraph 2.1 shall be varied to reflect both the increase in Limewood's contribution and the fact that the amounts to be invested by each of HarbourVest and the Lead Investor shall be reduced pro rata (and, for the avoidance of doubt, the amounts to be invested by the Ares Co-Investors shall not be affected by any such adjustment).

2.6 The amounts set out in Schedule 2 may be further adjusted as between the Ares Co-Investors and any other funds managed by Ares Management Limited by written notice on behalf of the relevant Ares Co-Investors to the Lead Investor at any time prior to seven days following the satisfaction of the Condition Precedent, provided that the aggregate amount to be invested by the Ares Co-Investors pursuant to paragraph 2.1(a) shall not be reduced by any such adjustment under this paragraph 2.6.

3. USE OF EQUITY PROCEEDS

3.1 Conditionally upon and immediately following receipt by Topco of the amounts referred to in paragraph 2.1:

(a) Topco shall pay Midco £1.00 to fully pay the unpaid amount of £0.01 outstanding on the subscriber ordinary share of £0.01 in the capital of Midco held by Topco; and

(b) Topco shall advance the remainder of such amounts to Midco by way of transfer of immediately available funds to such account or in such other manner as notified by or on behalf of Midco prior to Completion, pursuant to an intra-group loan agreement to be entered into by Topco and Midco at Completion.

3.2 Conditionally upon and immediately following receipt by Midco of the amounts referred to in paragraph 3.1:

(a) Midco shall pay HoldCo £1.00 to fully pay the unpaid amount of £0.01 outstanding on the subscriber ordinary share of £0.01 in the capital of HoldCo held by Midco; and

(b) Midco shall advance the remainder of such amounts to HoldCo by way of transfer of immediately available funds to such account or in such other manner as notified by or on behalf of HoldCo prior to Completion, pursuant to an intra-group loan agreement to be entered into by Midco and HoldCo at Completion.

3.3 Conditionally upon and immediately following receipt by HoldCo of the amounts referred to in paragraph 3.2:

(a) HoldCo shall pay Bidco £1.00 to fully pay the unpaid amount of £0.01 outstanding on the subscriber ordinary share of £0.01 in the capital of Bidco held by HoldCo; and

(b) HoldCo shall advance the remainder of such amounts to Bidco by way of transfer of immediately available funds to such account or in such other manner as notified by or on behalf of Bidco prior to Completion, pursuant to an intra-group loan agreement to be entered into by HoldCo and Bidco at Completion.

3.4 Bidco irrevocably undertakes that all monies received by it under this Letter shall be applied by it in:

(a) first satisfying the cash consideration due in connection with the Artemis Acquisition, as soon as practicable and in any case within the time period set out in the Code; and

(b) having satisfied the consideration due in connection with the Artemis Acquisition, then meeting its other obligations in respect of the Artemis Acquisition, in particular making payment or reimbursement of all fees, costs and expenses incurred in connection with the Artemis Acquisition, as soon as practicable (and in any case, where applicable, within the time period set out in the Code).

4. EQUITY INVESTMENT DOCUMENTS

4.1 The parties agree to use their reasonable endeavours to:

(a) agree and enter into a shareholders' agreement relating to Topco;

(b) agree and adopt new articles of association of Topco (the "**New Articles**"); and

(c) agree and, to the extent they are a party, enter into such other ancillary documents as may be agreed between the parties as being required to give effect to the transactions contemplated in this Letter, the Artemis Equity Term Sheet or the Tax Paper (subject to paragraph 7.3(a) of this Letter),

(together, the "**Equity Investment Documents**") in each case: (i) as soon as reasonably practicable following the date of this Letter and, in any event, prior to completion of the Artemis Acquisition ("**Completion**"); and (ii) subject to paragraph 4.2, in forms which are substantially consistent with the terms set out in the Artemis Equity Term Sheet and the Tax Paper (subject to paragraph 7.3(a) of this Letter).

4.2 The parties acknowledge that the Artemis Equity Term Sheet does not contain or address all of the terms that would be reflected in typical documentation for a transaction and investment structure of this type and nature and the parties agree to use reasonable endeavours to negotiate and agree such terms (provided that they do not contradict the terms of this Letter, the Artemis Equity Term Sheet or the Tax Paper (subject to paragraph 7.3(a) of this Letter)) to be included in the Equity Investment Documents (as defined above) in accordance with market norms for a transaction and investment structure of this type and nature.

5. CONSEQUENCES OF FAILING TO AGREE THE EQUITY INVESTMENT DOCUMENTS

If the Co-Investors, the Lead Investor and Topco fail to agree the terms of, and fully execute and deliver the Equity Investment Documents prior to Completion:

(a) then those parties will continue following such date to use reasonable endeavours to:

(i) agree the terms of the Equity Investment Documents in the form that is required or desirable to reflect the terms and implement the structure and terms set out in the Artemis Equity Term Sheet and the Tax Paper (subject to paragraph 7.3(a) of this Letter) as soon as is practicable;

(ii) as soon as practicable after all Equity Investment Documents are agreed, enter into the Equity Investment Documents to which they are a party and, in the case of Topco, adopt the New Articles; and

(iii) complete the transactions contemplated by such Equity Investment Documents in accordance with the terms so agreed; and

(b) from and including the date of Completion until the Equity Investment Documents have been entered into or adopted (as applicable), the terms set out in the Artemis Equity Term Sheet will be legally binding on the Co-Investors, the Lead Investor and Topco and form the legal basis for their ongoing relationship as investors in Topco until the Equity Investment Documents are executed or adopted (as applicable) (provided that if any provision of the Artemis Equity Term Sheet is held to be invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions).

6. APPOINTMENT OF ADVISERS AND COSTS

6.1 The Investors agree to the engagement of the Joint Advisers to assist with the evaluation, and to progress any steps agreed by the Investors towards implementation, of the Artemis Acquisition, subject to agreement by the Lead Investor and the Majority Ares Co-Investors on the scope of engagement and budget for each Joint Adviser. The Investors agree that those Joint Advisers shall act in relation to the Artemis Acquisition on behalf of the Investors and Bidco. The Investors shall procure that those Joint Advisers apportion their costs appropriately between the Investors in accordance with the provisions of paragraph 6.2.

6.2 The costs and expenses incurred in relation to the Artemis Acquisition shall be borne as follows:

(a) subject to paragraph 6.2(b), each Investor shall bear its own costs and expenses, including the fees and expenses of any separate adviser appointed by it, in respect of work pertaining to its own individual benefit or position;

(b) the Ares Expenses, up to an aggregate maximum of £230,000 (excluding VAT), shall be borne by the Lead Investor,

save that if the Artemis Acquisition successfully completes, the Lead Investor shall cause the Ares Expenses to be borne by Bidco or a subsidiary thereof; and

(c) the Joint Expenses shall be borne by the Aggregator and the Lead Investor pro rata to their respective investment amounts set out in paragraphs 2.1(b) and 2.1(c) (as adjusted, if applicable, pursuant to paragraph 2.5), save that if the Artemis Acquisition successfully completes, the Aggregator and the Lead Investor shall cause the Joint Expenses to be borne by Bidco or a subsidiary thereof.

6.3 Subject to paragraph 6.4, upon termination of this Letter, the Aggregator and the Lead Investor shall jointly and as soon as practicable finalise a written statement of the Joint Expenses then incurred and the share of each of the Aggregator and the Lead Investor in respect of those Joint Expenses and, within 30 Business Days following receipt of that statement, and subject to receipt of final invoices from the relevant Joint Advisers, each of the Aggregator and the Lead Investor shall pay its amount of the Joint Expenses.

6.4 If either of the Aggregator or the Lead Investor withdraws from its commitments under this Letter or the Artemis Acquisition does not complete as a result of either of the Aggregator's or the Lead Investor's breach of, or failure to comply with, its obligations under this Letter, the withdrawing or defaulting Investor (the "**Withdrawing Investor**") shall, within the period and following the process specified in paragraph 6.3, pay its share of the Joint Expenses accrued up to the date of withdrawal or default (as applicable) to the remaining Investor or (if requested by the remaining Investor) to the relevant Joint Advisers, **provided that**, if the remaining Investor proceeds with the Artemis Acquisition and the Artemis Acquisition becomes unconditional in all respects, the remaining Investor shall reimburse the Withdrawing Investor for its share of the Joint Expenses.

6.5 If the Artemis Acquisition is completed, the Investors shall procure that: (a) the engagement agreement by which any Joint Adviser is engaged is to be novated and/or amended and/or transferred such that Bidco (or an Affiliate of Bidco) becomes a client of the relevant Joint Adviser in respect of the advice provided by that Joint Adviser in relation to the Artemis Acquisition; or (b) Bidco (or an Affiliate of Bidco) is to be otherwise entitled to rely on such advice.

7. LEAD INVESTOR UNDERTAKING

7.1 The Lead Investor warrants to the Co-Investors as at the date of this Letter and immediately prior to Completion that neither Topco, Midco, HoldCo nor Bidco has traded, conducted any business or incurred any liabilities (other than those incidental to its incorporation and ongoing corporate maintenance) and that the incorporation of Topco, Midco, HoldCo and Bidco has been carried out in all material respects in accordance with the Tax Paper.

7.2 The Lead Investor agrees to promptly provide the Co-Investors with all relevant information, advice and analyses obtained or developed by it or its Representatives (as defined below) and in its possession regarding any member of the Target Group, Topco or any of Topco's subsidiary undertakings from time to time, the market of any member of the Target Group, the Offer and/or any part of the Artemis Acquisition, subject to (where necessary) execution by the Co-Investors of hold harmless letters and/or confidentiality undertakings (in reasonable forms) and provided that advice, information and analyses pertaining to the Lead Investor's own individual benefit or position (including internal investment committee documents or memoranda) or where legal privilege in which would be prejudiced if so provided is not required to be provided under this paragraph 7.2.

7.3 The Lead Investor agrees not to undertake, or permit any of the following decisions or actions without the prior written consent of the Majority Ares Co-Investors:

(a) agree to change the structure of the Transaction in such a way which has a disproportionate and adverse effect on the Ares Co-Investors as compared to the Lead Investor;

(b) agree any material amendments to the terms of the Offer (including the entry into any agreement or commitment in connection with the Offer, the variation or waiver of any condition of the Offer or any switch from the Offer being a scheme to a takeover offer and vice versa) which would have a material adverse effect on the Ares Co-Investors compared to the Lead Investor;

(c) communicating with the Panel on Takeovers and Mergers, to the extent such communication refers to or otherwise involves, directly or indirectly, any of the Ares Co-Investors;

(d) agreeing on any divestitures that might be made in connection with the Artemis Acquisition, including all matters regarding the negotiations, and terms and conditions of any divestitures which would have a material adverse effect on the Ares Co-Investors compared to the Lead Investor; and

(e) preparing applications, and approaching relevant regulators, to obtain all regulatory consents and approvals required in connection with the Artemis Acquisition and the form of each application and/or correspondence in respect thereof to the extent such application or approach relates to a consent or approval that is required by any of the Ares Co-Investors or their Affiliates in respect of the Transaction.

8. CO-OPERATION AND CONDUCT

8.1 Each Investor warrants to the other that it has the requisite power and authority to enter into this Letter, this Letter is binding on it in accordance with its terms and the execution and delivery of, and performance of its obligations under this Letter will not result in any breach of its constitutional documents, any instrument to which it is a party or by which it is bound or a breach of any order, judgement or decree of any court or governmental agency to whose jurisdiction it is subject.

8.2 Each Investor agrees that, save with the prior written consent of the other Investors, it shall not, and will procure that none of its Concert Parties and direct that none of its or their respective Representatives shall, otherwise than in accordance with such steps that the Investors jointly agree to take towards implementation of the Artemis Acquisition (the "**Transaction**"), until the date falling 12 months after the date of this Letter:

(a) acquire, or offer, commit or otherwise agree to acquire (including entering into any agreement, arrangement or obligation whether or not legally binding or subject to any condition, or which is to take effect upon or following this Letter ceasing to be binding and/or terminating or upon or following any other event), in each case directly or indirectly, any interest in: (i) any shares in the capital of Target or any other securities of Target or any rights to subscribe for such shares or securities or options in respect of, or derivatives referenced to, such shares or securities (the "**Relevant Securities**"); or (ii) any business, operations or assets of any Target Group Company;

(b) enter into any agreement, understanding or arrangement with respect to the acquisition of Target, any Target Group Company or all or any substantial part of the assets of the Target or any Target Group Company including anything similar to the Artemis Acquisition (a "**Restricted Transaction**") or the holding, voting or disposition of any Relevant Securities;

(c) enter into, continue, solicit, facilitate or encourage any discussion, enquiry or proposal from, or discussions or negotiations with, any person whatsoever (other than the other Investors and their respective advisers, directors, officers or agents, or their Representatives) in relation to a Restricted Transaction or the financing thereof or solicit or assist any such person to enter into a Restricted Transaction; or

(d) engage in proxy solicitation, or make proposals to the board of directors of the Target or advisers of the Target that would be required to be publicly disclosed,

save that nothing in this paragraph 8.2 will prevent, after the announcement in relation to the Artemis Acquisition pursuant to Rule 2.7 of the Code, any Investor from soliciting, entering into or continuing any discussions or negotiations in relation to and/or entering into any agreement or arrangement with providers of financing or management members of the Target Group.

8.3 Each Investor agrees to refrain from taking any action or making any omission in connection with the Transaction that it knows will have (or is reasonably likely to have) an adverse or prejudicial effect on the successful implementation of any part of the Transaction.

8.4 Each Investor warrants to the other Investors that, as at the date of this Letter, so far as it is actually aware, having made reasonable enquiry, neither it nor any of its Concert Parties (other than, in the case of the Ares Co-Investors, independently managed funds advised by Ares Systematic Credit Limited) currently holds or has acquired any Target Interest in the 12 months prior to the date of this Letter, and shall inform Bidco if it becomes aware after announcement of the Artemis Acquisition but prior to the Effective Date of any Target Interests held by its Concert Parties. For the avoidance of doubt: (i) this paragraph 8.4 shall not permit nor require any Investor to make any disclosure of Confidential Information to any Concert Party who is not already aware of the Transaction; and (ii) the above warranty is limited to the actual awareness of each Investor of the Target Interests of its Concert Parties as at the date of this Letter.

8.5 The Lead Investor will have responsibility for conducting any negotiations in respect of the Offer and the Artemis Acquisition.

8.6 Each Investor agrees:

(a) (in the case of the Co-Investors) to cooperate with the Lead Investor in providing information reasonably requested by the Lead Investor and required to obtain any antitrust or other regulatory approvals for the Artemis Acquisition, provided that such information may be redacted as necessary to address legal privilege or confidentiality concerns or to comply with applicable law and any portion of such information that is competitively sensitive may be shared on an outside counsel basis only;

(b) to comply with, and procure that its Affiliates comply with and direct that its Concert Parties comply with, the Code and all applicable laws in connection with the Transaction; and

(c) that it is a concert party of Bidco under the Code in relation to the Artemis Acquisition, and agrees to provide to Bidco's Representatives all reasonably requested relevant information in relation to it and use all reasonable efforts to provide information in relation to its Concert Parties as reasonably required for: (i) public disclosure as required by the Code; (ii) in connection with any regulatory filings required in any jurisdiction; (iii) any cash confirmation process; or (iv) any financing arrangements for the Transaction.

8.7 Without prejudice to any other provision, the Lead Investor, its Affiliates and the Epiris funds who are bona fide required to satisfy ERISA obligations in order to qualify as venture capital operating companies will be entitled to benefit from such customary rights as are required to satisfy such obligations provided that no such rights can supersede or alter or contradict the agreement among the parties on shareholder rights or governance otherwise reflected in the Artemis Equity Term Sheet.

9. GENERAL

9.1 Notwithstanding anything to the contrary in this Letter, any references in this Letter to something having an adverse effect or a material adverse effect on the Co-Investors or their securities shall be in relation to such thing having an adverse effect or a material adverse effect (as applicable) on the Co-Investors' holdings of ordinary shares and/or preference shares in the capital of Topco only, or on the Co-Investors in their capacity as holders of such shares, and not in relation any debt or other type of finance provided by the Co-Investors.

9.2 The parties may not assign, transfer, charge or otherwise deal with all or any of its rights under this Letter nor grant, declare, create or dispose of any right or interest in it, provided that the Investors may assign their rights under this Letter to any of their Affiliates.

9.3 The parties shall (and shall procure that their respective nominees shall) promptly execute and deliver all such documents and do all such things which are necessary from time to time, for the purpose of giving full effect to the provisions of this Letter in accordance with the terms of this Letter.

9.4 This Letter sets out the entire agreement between the parties relating to the subject matter of this Letter and, save to the extent expressly set out in this Letter, supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties, promises, assurances and arrangements of any nature whatsoever, whether or not in writing, relating thereto. This paragraph 9.4 shall not exclude any liability for or remedy in respect of fraudulent misrepresentation.

9.5 Save as expressly set out in this Letter, none of the parties shall be entitled to rescind or terminate this Letter in any circumstances whatsoever at any time, whether before or after Completion, and the parties waive any rights of rescission or termination they may have other than as expressly set out in this Letter.

9.6 A failure or delay by a party to exercise any right or remedy provided under this Letter or by law, whether by conduct or otherwise, shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Letter or by law, whether by conduct or otherwise, shall preclude or restrict the further exercise of that or any other right or remedy.

9.7 A waiver of any right, remedy or condition under this Letter shall only be effective if given in writing and in respect of a breach or default, shall not be deemed a waiver of any subsequent breach or default. A party that waives a right or remedy provided under this Letter or by law in relation to another party does not affect its rights in relation to any other party.

9.8 No variation or amendment of this Letter shall be valid unless it is in writing and duly executed by or on behalf of the parties hereto.

9.9 Where any provision of this Letter is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction then such provision shall be deemed to be severed from this Letter and, if possible, replaced with a lawful provision which, as closely as possible, gives effect to the intention of the parties under this Letter and, where permissible, that shall not affect or impair the legality, validity or enforceability in that, or any other, jurisdiction of any other provision of this Letter.

9.10 The parties acknowledge that damages may not be an adequate remedy for any breach of this Letter and each party shall be entitled to seek the remedies of injunction, specific performance and any other equitable remedy (other than rescission) for any threatened or actual breach of this Letter.

9.11 Nothing in this Letter is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

9.12 Notwithstanding anything to the contrary, for the purposes of the procurement obligations under this Letter, no Investor will be deemed to be able to direct or procure any other Investor solely because of this Letter and, unless expressly stated otherwise, the obligations of the parties, undertakings, warranties and statements set out in this Letter will be several and not joint or joint and several.

9.13 Any notice or other communication given under this Letter or in connection with the matters contemplated herein shall, except where otherwise specifically provided, be in writing in the English language, addressed as provided in paragraph 9.14 and served:

(a) by e-mail in which case it shall be deemed to have been given at the time of transmission to the relevant e-mail address unless delivered after 17:30 in which case it shall be deemed to have been received on the next Business Day in the place of receipt;

(b) by leaving it at the relevant address in which case it shall be deemed to have been given upon delivery to that address unless delivered after 17:30 in which case it shall be deemed to have been received on the next Business Day in the place of delivery;

(c) if within the United Kingdom, by first class registered post, in which case it shall be deemed to have been given two Business Days after posting; or

(d) if from or to any place outside the United Kingdom, by pre-paid airmail or air courier, in which case it shall be deemed to have been given five Business Days after posting.

9.14 In proving receipt of any notice or other communication served in accordance with this paragraph 9 it shall be sufficient to prove that the notice was addressed to the address of the relevant party set out or referred to in paragraph 9.15, and if delivered by:

(a) hand, that the notice was left at the relevant address;

(b) post, that the notice was delivered into the custody of the postal authorities as a first class pre-paid post (and evidenced by a certificate of posting) or pre-paid recorded airmail or air courier; or

(c) email, that a copy of the sender's email bearing the recipient's email address and the time and date when the email was sent (and provided that the sender does not receive an automated message of failed delivery).

9.15 Notices under this Letter shall be sent for the attention of the person and to the address, subject to paragraph 9.15(a), as follows:

(a) for the Ares Co-Investors, as set forth next to its name on page 1 of this Letter or to the following e-mail addresses:

The Ares Co-Investors: REDACTED (REDACTED) and REDACTED REDACTED);

with copies to REDACTED REDACTED) and REDACTED (REDACTED) at Sullivan & Cromwell (such copies not in themselves constituting valid service of such notice);

(b) for the Aggregator and the Lead Investor, as set forth next to its name on page 1 of this Letter or to the following e-mail addresses:

The Aggregator or Lead Investor: REDACTED ;

with copies to REDACTED

at Latham & Watkins (such copies not in themselves constituting valid service of such notice); and

(c) for Topco, Midco, HoldCo and Bidco, to the following e-mail addresses:

Topco, Midco, HoldCo or Bidco: REDACTED

with copies to REDACTED

at Latham & Watkins (such copies not in themselves constituting valid service of such notice).

9.16 Any party to this Letter may notify the other parties of any change to its or his address or other details specified in paragraph 9.15 provided that such notification shall only be effective on the date specified in such notice or five days after the notice is given, whichever is later.

9.17 A person who is not a party to this Letter shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

9.18 This Letter may be executed in any number of counterparts. Each counterpart shall constitute an original of this Letter but all the counterparts together shall constitute but one and the same instrument.

10. CONFIDENTIALITY

10.1 For the purpose of this Letter, "**Confidential Information**" means:

(a) the terms and any other aspect of the subscriptions referred to in this Letter, including the fact that the parties have entered into, and entered into discussions relating to this Letter;

(b) the negotiations relating to, provisions of and performance of, this Letter and related documents; and

(c) any information of a confidential nature relating to the subject matter of this Letter disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by one party to any other party (the "**Receiving Party**") whether before, on or after the date of this Letter,

but shall not include:

(i) information that has come or comes into the public domain through no act or omission of the Receiving Party;

(ii) information which the Receiving Party can evidence having known before the discussions relating to this Letter commenced; or

(iii) information which is disclosed to the Receiving Party by a third party where such disclosure by the third party is not in breach of any confidentiality restrictions.

10.2 Each party shall, and shall procure that its Affiliates shall, and direct that its Representatives (as defined below) shall, treat as strictly confidential all Confidential Information and shall not disclose, announce or make available to any third parties any Confidential Information.

10.3 Notwithstanding the above, a party may disclose Confidential Information:

(a) to the extent that such disclosure is required by applicable law or regulation of any jurisdiction to which the Receiving Party is subject;

(b) to the extent such disclosure is required by any securities exchange or regulatory or governmental body or tax authority to which the Receiving Party is subject; and

(c) with the prior consent in writing of the Lead Investor and the Co-Investors.

10.4 Notwithstanding the above, the parties and their respective Representatives (as defined below) may disclose Confidential Information to:

(a) any Affiliate and its and its Affiliates' respective members, directors, officers, employees, agents, consultants, financing sources and advisers ("**Representatives**");

(b) its and its Affiliates' partners, trustees, nominees or managers of, or advisers to, it or its Affiliates, or to any investor or potential investor in it;

(c) any company or fund (including any unit trust, investment trust, limited partnership or general partnership) which is advised by, or the assets of which are managed (whether solely or jointly with others) from time to time by it or its Affiliates or in respect of which it or its Affiliates is/are a general partner, or which is advised or managed by its general partner, affiliate, trustee, nominee, manager or adviser, or any potential investors in any such company or fund or any potential such company or fund;

(d) any co-investment scheme of the Lead Investor or a Co-Investor (as the case may be) or any person holding shares under such scheme or entitled to the benefit of shares under such scheme; or

(e) any provider of finance to it, its Affiliates, any member of the Group or any of the foregoing,

subject always to appropriate obligations as to confidentiality being in place and provided that such persons need to know the information for the purposes of considering, evaluating, advising on or furthering the transactions in connection with the Artemis Acquisition or any matters arising in connection with the transactions in connection with the Artemis Acquisition or provision of finance.

10.5 The Co-Investors agree that they shall abide by the terms of the confidentiality undertaking entered into by the Co-Investors in relation to the Artemis Acquisition (the "**B2B NDA**") and that the obligations contained therein shall be in addition to the obligations set out in this paragraph 10. In the event of any conflict between the B2B NDA and the confidentiality provisions set out in this paragraph 10, the B2B NDA shall take precedence.

11. DURATION

11.1 This Letter and, subject to paragraph 11.2, the obligations under this Letter shall expire upon the earlier of:

(a) the completion of the equity subscription referred to in paragraph 2 and the Investors' entry into the Equity Investment Documents (entered into pursuant to paragraph 4);

(b) the termination of this Letter by the parties in writing; and

(c) the date on which the offer in relation to the Artemis Acquisition pursuant to Rule 2.7 of the Code lapses or is withdrawn (in each case in accordance with the Code and with the consent of the Panel if required).

11.2 The provisions of paragraphs 1, 5 and 8 to 12 (inclusive) shall survive the termination or expiration of this Letter.

12. GOVERNING LAW AND JURISDICTION

12.1 This Letter and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

12.2 The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any Disputes, and waive any objection to proceedings before such courts on the grounds of venue or on the grounds that such proceedings have been brought in an inappropriate forum.

For the purposes of this paragraph, "**Dispute**" means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with this Letter, including a dispute regarding the existence, formation, validity, interpretation, performance or termination of this Letter or the consequences of its nullity and also including any dispute relating to any non-contractual rights or obligations arising out of, relating to, or having any connection with this Letter.

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SCHEDULE 1

EQUITY TERM SHEET

PROJECT ARTEMIS

ARES AND EPIRIS EQUITY INVESTMENT TERM SHEET

(the "Term Sheet")

1. Equity Investment	In accordance with the subscription and wrapper agreement related to Project Artemis dated on or around 28 August 2026, Ares Capital Europe VI (E) Levered, Ares Capital Europe VI (E) Unlevered, Ares Capital Europe VI (G) Levered, Ares Capital Europe VI (G) Unlevered, Ares Capital Europe VI (E) II Levered, L.P. and Ares Capital Europe VI (E) II Unlevered, L.P. (the "**Co-Investors**") shall invest up to £30,000,000 (inclusive of any Further Investment pursuant to paragraph 2) in: (a) A ordinary shares issued by Tomlinson Topco Limited ("**Topco**", and together with its subsidiaries from time to time, the "**Group**" and each a "**Group Company**") (the "**Ordinary Shares**"); and (b) A preference shares ("**Preference Shares**") to be issued by Topco (together with the Ordinary Shares, the "**Institutional Strip**"). The Co-Investors will hold the same classes of Institutional Strip as Epiris Fund III QAHC Limited and Epiris Fund III QAHC (B) Limited (together, the "**Lead Investor**") and in the same relative proportions. The Ordinary Shares shall carry one vote per share. The Preference Shares shall not carry voting rights. Interest on the Preference Shares shall be confirmed by the Lead Investor to the Majority Co-Investors in writing and shall accrue daily and compound annually. For the purposes of this Term Sheet, "**Majority Co-Investors**" means those Co-Investors who hold more than 50% in number of the shares held by the Co-Investors in the capital of Topco or any other Group Company from time to time in issue, in each case acting by Ares Management Limited. In accordance with the LP commitment and wrapper agreement related to Project Artemis dated on or around 28 August 2026, it is currently envisaged that the HarbourVest Funds and Limewood (as defined therein) will invest into the Institutional Strip indirectly via a limited partnership established by Epiris in Jersey which is managed and/or controlled by an Epiris-controlled general partner (such limited partnership being the "**Aggregator Vehicle**"). The Aggregator Vehicle shall be a party to the Topco SHA (as defined below) for the purposes of, inter alia, benefitting from and being subject to: (a) the share transfer restrictions set out in paragraph 6 (including the right to exercise a tag-along right, but only on a pro rata basis, in circumstances where the Co-Investors are entitled to exercise a tag-along right); (b) the information rights set out in paragraph 3 and the reserved matters set out in paragraph 8; and (c) the pre-emption rights over new issuances set out in paragraph 4, which shall apply mutatis mutandis to the Aggregator Vehicle as they apply to the Co-Investors.
2. Further Commitments	In addition to the investment set out in paragraph 1 above, the Co-Investors shall, if so requested in writing by the Lead Investor for the purposes of capex or funding M&A (acting reasonably), invest up to a further 10% of their initial investment amount set out in paragraph 1 in one or more follow-on investments in the Group from time to time (the "**Further Investment**"). Any such Further Investment will be made in the same classes of Institutional Strip, and in the same proportions, as made at the closing of Project Artemis and on the same terms for both the Lead Investor and the Co-Investors. For the avoidance of doubt, the aggregate investment amount of the Co-Investors pursuant to this paragraph 1 and paragraph 2 shall not exceed £30,000,000 other than by prior written agreement between the Lead Investor and the Majority Co-Investors.
3. Information Rights	The Co-Investors shall benefit from the same information rights as the Lead Investor. This will include annual and quarterly/monthly accounts, budgets, board packs and any information reasonably requested from time to time (including information required to meet the Co-Investors' obligations to the tax / regulatory authorities) which should be provided in a timely manner.

	The Lead Investor shall benefit from such customary rights as are required to satisfy its, its affiliates' or Epiris funds' bona fide ERISA obligations. Topco shall also execute ERISA management rights letters on customary terms in favour of the Lead Investor, its affiliates or Epiris funds that are intended to qualify as venture capital operating companies.
4. New Issues	The Co-Investors shall have customary pre-emption rights over any new issuance (being debt or equity securities in any Group Company to the extent such securities are being offered to the Lead Investor) and shall be permitted to subscribe at the same time and on the same terms and for the same classes of securities as the Lead Investor other than: (i) in customary emergency situations caused by actual or potential breaches of the Group's contractual arrangements with its third party debt financiers which can be cured or alleviated through an equity injection where the Co-Investors shall subscribe following the Lead Investor provided a customary catch-up right applies; (ii) issues to management as part of an employee incentive scheme; and (iii) other customary exceptions to be agreed in writing between the Majority Co-Investors and the Lead Investor. The pre-emption and catch-up periods (as applicable) shall provide the Co-Investors with no less than 20 business days to subscribe for such issuance, to provide it with sufficient time to submit and receive an investment committee approval for the capital injection and subsequently draw down funds from its investors. The Co-Investors shall have the right to subscribe for any excess securities offered as part of the pre-emptive round not subscribed for by the Lead Investor. At no time shall any securities in any Group Company be issued to a sanctioned person or entity or anyone located in a sanctioned country.
5. Exit and Refinancing	The Lead Investor shall control the manner and timing of an exit (including any pre-exit reorganisation at that time, with the definition of a permitted pre-exit reorganisation to be agreed in the long form documentation) or refinancing. The Co-Investors shall: (a) co-operate and take such steps as reasonably required by the Lead Investor in respect of an exit or refinancing; (b) give title and capacity warranties and a customary leakage indemnity, warranty and covenant in the case of a locked box transaction (and no other warranties, covenants, indemnities, undertakings and indemnities etc) in respect of an exit; and (c) in the case of an IPO, agree such reasonable restrictions on the transfer of their interests in the Group as may be recommended by the underwriters provided that the Co-Investors are treated no less favourably as compared to the Lead Investor including with regard to any restrictions on transfer and participation in placings.
6. Transfers	Other than a (a) transfer to affiliates (the definition for the purpose of the Co-Investors' permitted transfer rights to mirror the definition agreed in the debt documents and shall: (i) include any transfer to other Ares funds (including continuation funds) if such transfer is required for Ares' bona fide legal, regulatory, tax or other internal purposes and does not result in a liquidity event for limited partners or investors (which shall not require the consent of the Lead Investor); and (ii) exclude transfers to other Ares funds which does result in a liquidity event for limited partners or investors (which shall require the prior written consent of the Lead Investor)) or (b) as set out in this paragraph 6 or paragraph 7, the Co-Investors shall not be permitted to transfer any Institutional Strip without the prior written consent of the Lead Investor for so long as they and their permitted transferees (including syndicatees) hold the largest shareholding in Topco. The Lead Investor shall have a full drag-along right in respect of the Co-Investors' Institutional Strip on a transfer of its or its permitted transferees' securities to a bona fide third party purchaser on arm's length terms which results in (i) the Lead Investor and its affiliates (which includes the Aggregator Vehicle and any Syndication Vehicle) ceasing to hold in aggregate more than 50% of the Institutional Strip; or (ii) the Lead Investor and its affiliates ceasing to control more than 50% of the voting shares in Topco. The Co-Investors shall only be dragged for the same form of consideration which shall be paid at the same time and subject to the same payment terms (subject to the remaining part of this

	sentence) as that payable to the Lead Investor unless it consents otherwise and shall only give title and capacity warranties and a customary leakage indemnity, warranty and covenant and any escrow consideration undertaking as has been agreed by the Lead Investor with the liability under any such escrow being on a pro-rata basis to proceeds and no other representations, warranties, covenants, indemnities or undertakings, or a power of attorney in respect of the drag. Other than on a transfer to permitted transferees (including syndicatees), the Co-Investors shall have a full tag-along right in respect of a transfer of the Lead Investor's or its permitted transferees' Institutional Strip which results in (i) the Lead Investor and its affiliates (which includes the Aggregator Vehicle and any Syndication Vehicle) ceasing to hold in aggregate more than 50% of the Institutional Strip; or (ii) the Lead Investor and its affiliates ceasing to control more than 50% of the voting shares in Topco. The Co-Investors shall have a pro-rata tag-along right in respect of a transfer of the Lead Investor's or its permitted transferees Institutional Strip in all other circumstances. For the avoidance of doubt, the Co-Investors' tag-along right shall apply on transfers by the Lead Investor or its permitted transferees to funds which generate LP liquidity. The Co-Investors shall only tag for the same form of consideration which shall be paid at the same time and subject to the same payment terms (subject to the remaining part of this sentence) as that payable to the Lead Investor unless it consents otherwise and shall only give title and capacity warranties and a customary leakage indemnity, warranty and covenant and any escrow consideration undertaking as has been agreed by the Lead Investor with the liability under any such escrow being on a pro-rata basis to proceeds and no other representations, warranties, covenants, indemnities or undertakings. The Lead Investor and the Majority Co-Investors intend to work towards an exit within five years of Completion. If there has been no exit within five years of Completion, the board of Topco, the Lead Investor and the Majority Co-Investors shall engage in good faith discussions and seek to pursue an exit (including a refinancing of the business) to deliver liquidity for the Lead Investor and/or the Co-Investors as they each may agree. All shareholders shall be prohibited from transferring any interest in the Group to a sanctioned person or entity or anyone located in a sanctioned country. The Lead Investor and the Majority Co-Investors shall be subject to appropriate anti-circumvention provisions prohibiting the indirect sale or transfer of shares other than in accordance with this Term Sheet.
7. Syndication	At any time in the 18 months following completion of Project Artemis, the Lead Investor may syndicate its Institutional Strip, provided that any such syndication shall (a) not result in the Lead Investor and its affiliates (which, for the avoidance of doubt, shall include the Aggregator Vehicle but shall not include any Syndication Vehicle) ceasing to control more than 50% of the voting shares in the Company; and (b) not subject: (i) the Group to additional charge, cost or fee (including any monitoring fee) obligations or (ii) the Co-Investors to any liability and in particular the Co-Investors shall not be required to give any warranties, indemnities, covenants or undertakings (unless specifically agreed to if participating in such syndication). The long form documents will include warranties from the Lead Investor that it controls the Aggregator Vehicle and any Syndication Vehicle, and provisions around when these entities would cease to be counted as an affiliate of the Lead Investor. It is currently envisaged that the Lead Investor's syndicatees will invest into the Institutional Strip indirectly via either the Aggregator Vehicle or a a limited partnership established by Epiris in Jersey which is managed and/or controlled by an Epiris-controlled general partner (such limited partnership being a "**Syndication Vehicle**"). Any transfer by the Lead Investor of its Institutional Strip to the Aggregator Vehicle or a Syndication Vehicle as part of such syndication shall be treated as a permitted transfer and the Aggregator Vehicle and any such Syndication Vehicle shall be treated as a permitted

		transferee. For the avoidance of doubt, an "affiliate" of the Lead Investor shall include the Aggregator Vehicle and any Syndication Vehicle.
8.	**Minority Protection Matters**	The prior written consent of the Majority Co-Investors shall be required in respect of those reserved matters listed in the appendix. The reserved matters shall apply to each Group Company.
9.	**Permitted Disclosure / Assignment of Rights**	The Lead Investor and the Co-Investors shall benefit from customary rights permitting them to disclose confidential information to their affiliates, financiers, investors, prospective investors and potential acquirers of its Institutional Strip (under paragraph 7 above).
10.	**Costs, Fees and Expenses**	Neither the Co-Investors nor their affiliates shall be entitled to any management, advisory, transaction or similar fees in relation to its investment in the Group. Topco (or another Group Company) shall reimburse the Lead Investor and the Co-Investors for their costs, fees and expenses plus applicable VAT or similar taxes incurred in connection with their investment in the Group as well as any other professional fees, costs or expenses plus applicable VAT or similar taxes incurred by them in connection with their investment during the investment lifecycle.
11.	**Director Fees and Expenses**	In consideration of the provision of the services of directors on the Board appointed by the Lead Investor, Topco (or another Group Company) shall pay to each such director a fee of £170,000 per annum (reduced pro rata for periods of less than a year) payable on each anniversary of completion of Project Artemis.
12.	**Governing Documents**	The terms of the Co-Investors' investment in the Group shall be governed by: (a) a shareholders' agreement in relation to Topco to be entered into between, among others, the Lead Investor, the Co-Investors and Topco (the "**Topco SHA**"); (b) new articles of association of Topco; and (c) such other documents ancillary to the foregoing, each of which shall be governed by English law.

Appendix

List of reserved matters

1. Changes to constitutional documents or the shareholders' agreement in relation to Topco to be entered into between, among others, the Lead Investor, the Co-Investors and Topco, in each case to the extent such changes adversely and disproportionately affect the rights of the Co-Investors as compared to the Lead Investor.

2. Entering into related party transactions between any Group Company and any shareholder (or their connected persons) other than: (i) on arm's length terms; (ii) in respect of issuances of new securities, pursuant to and in accordance with paragraph 3 of the Term Sheet; (iii) in respect of payments of costs, fees and expenses, pursuant to paragraph 9 of the Term Sheet; or (iv) in respect of payments of director fees and expenses, pursuant to paragraph 10 of the Term Sheet.

3. Any changes to the terms of any shareholder capital (equity or debt) including amending any rights attaching to shares or changing the share capital itself (e.g. reducing capital, conversion, share splits, etc.) to the extent such changes adversely affect the rights attaching to the Co-Investors' Ordinary Shares or Preference Shares as compared to the rights attaching to the Lead Investor's Ordinary Shares or Preference Shares.

4. Any repurchase, redemption or reduction of shareholder capital (or other return of value to shareholders) on a non-pro-rata basis.

5. Changing the nature of the Group's business.

6. Be located, organised or resident in any sanctioned country or engage in any dealings or transactions with any person targeted by, or located in any sanctioned country or any sanctioned person.

7. Filing for bankruptcy or any similar process (save where this would fetter any director's rights).

8. Merger, demerger or conversion of a Group Company into a different legal form.

9. Changing the tax residency of any Group Company or changing its tax classification.

10. Entering into any commitment (whether or not conditional, and whether in writing or otherwise) to do any of the above.

SCHEDULE 2

ARES CO-INVESTOR EQUITY ALLOCATIONS

(1) Ares Co-Investor	**(2) Individual Equity Commitment (£)**
Ares Capital Europe VI (E) Levered	2,592,000.000
Ares Capital Europe VI (E) Unlevered	5,505,000.000
Ares Capital Europe VI (G) Levered	210,000.000
Ares Capital Europe VI (G) Unlevered	843,000.000
Ares Capital Europe VI (E) II Levered, L.P.	18,750,000.000
Ares Capital Europe VI (E) II Unlevered, L.P.	2,100,000.000
Aggregate Equity Commitment	**30,000,000.000**

SCHEDULE 3

JOINT ADVISERS

Financial advisers:	Goldman Sachs
Legal advisers:	Latham & Watkins
Tax structuring and financial and tax due diligence advisors:	PricewaterhouseCoopers
TMT due diligence advisors:	Altman Solon
Commercial due diligence advisors:	Cavell
Technical due diligence advisors:	Crosslake

SCHEDULE 4

ARES ADVISERS

Legal advisers:	Sullivan & Cromwell LLP
	Kirkland & Ellis LLP
	A&O Shearman
	Richards, Layton & Finger

This Letter has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

THE ARES CO-INVESTORS

EXECUTED and **delivered** as a **DEED** by
ARES CAPITAL EUROPE VI (E) LEVERED
By: Ares Management Limited, its portfolio manager

REDACTED

By: ....

Name: Daniel Sinclair

Title: Authorised Signatory

in the presence of: REDACTED

Witness signature: ..

Witness full name: Selina Xie

Witness address: REDACTED

Witness occupation: Investment Professional

EXECUTED and **delivered** as a **DEED** by
ARES CAPITAL EUROPE VI (E) UNLEVERED
By: Ares Management Limited, its portfolio manager

By: REDACTED

Name: Daniel Sinclair

Title: Authorised Signatory

in the presence of:

Witness signature: REDACTED

Witness full name: Selina Xie

Witness address: REDACTED

Witness occupation: Investment Professional

EXECUTED and **delivered** as a **DEED** by
ARES CAPITAL EUROPE VI (G) LEVERED
By: Ares Management Limited, its portfolio manager

By: REDACTED ________

Name: Daniel Sinclair

Title: Authorised Signatory

in the presence of: REDACTED

Witness signature: ..

Witness full name: Selina Xie

Witness address: REDACTED

Witness occupation: Investment Professional

EXECUTED and **delivered** as a **DEED** by
ARES CAPITAL EUROPE VI (G) UNLEVERED
By: Ares Management Limited, its portfolio manager

By: REDACTED ____________

Name: Daniel Sinclair

Title: Authorised Signatory

in the presence of: REDACTED

Witness signature: .

Witness full name: Selina Xie

Witness address: REDACTED

..

Witness occupation: Investment Professional

EXECUTED and **delivered** as a **DEED** by
ARES CAPITAL EUROPE VI (E) II LEVERED, L.P.
By: Ares Management Limited, its portfolio manager

REDACTED
By: ________

Name: Daniel Sinclair

Title: Authorised Signatory

in the presence of: REDACTED

Witness signature: ...

Witness full name: Selina Xie

Witness address: REDACTED

....

Witness occupation: Investment Professional

EXECUTED and **delivered** as a **DEED** by
ARES CAPITAL EUROPE VI (E) II UNLEVERED, L.P.
By: Ares Management Limited, its portfolio manager

By: REDACTED __________

Name: Daniel Sinclair

Title: Authorised Signatory

in the presence of: REDACTED

Witness signature: ....

Witness full name: Selina Xie

Witness address: REDACTED

Witness occupation: Investment Professional ....

This Letter has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

THE AGGREGATOR

EXECUTED and **delivered** as a **DEED** by **EPIRIS FUND III CO-INVESTMENT (B) L.P.**

By: Epiris Co-Invest GP III Limited, its general partner

REDACTED

By: _________

Name: Paul Woodland

Title: Director

THE LEAD INVESTOR

EXECUTED and **delivered** as a **DEED** by **EPIRIS QAHC III LIMITED**

Acting by an authorised signatory who is permitted to execute for EPIRIS QAHC III LIMITED under the laws of Jersey:

REDACTED

By: ______________

Name: Alex Cooper-Evans

Title: Director

EXECUTED and **delivered** as a **DEED** by **EPIRIS QAHC III (B) LIMITED**

Acting by an authorised signatory who is permitted to execute for EPIRIS QAHC III (B) LIMITED under the laws of Jersey:

REDACTED

By: ____________

Name: Alex Cooper-Evans

Title: Director

TOPCO

EXECUTED and **delivered** as a **DEED** by **TOMLINSON TOPCO LIMITED**

REDACTED

By: _ ________

Name: Ian Wood

Title: Director

REDACTED

By: ____ ___

Name: Thayne Forbes

Title: Director

MIDCO

EXECUTED and **delivered** as a **DEED** by **MEARS MIDCO LIMITED**

REDACTED	REDACTED
By: _ ________	By: ___ __
Name: Ian Wood	Name: Thayne Forbes
Title: Director	Title: Director

HOLDCO

EXECUTED and **delivered** as a **DEED** by **MYSTERIO MIDCO LIMITED**

REDACTED	REDACTED
By: _ __________	By: __ ____
Name: Ian Wood	Name: Thayne Forbes
Title: Director	Title: Director

BIDCO

EXECUTED and **delivered** as a **DEED** by **BRADBURY BIDCO LIMITED**

REDACTED

By: __ ________

Name: Ian Wood

Title: Director

REDACTED

By: __ _____

Name: Thayne Forbes

Title: Director