

**PRIVATE & CONFIDENTIAL**

To: **Isotope FinCo S.à r.l.** (formerly Galileo Lux HoldCo S.à r.l.) (the **Company** or **you**)

51A, Boulevard Royal, L-2449 Luxembourg  
R.C.S. B303008

Attention: Board of managers

18 June 2026

Dear Sir / Madam

**Project Nucleus – CP Status Letter**

**1. Background**

- 1.1 We refer to the interim loan agreement dated 18 June 2026 between the Company as the Company and the Borrower, Isotope Midco S.à r.l. as the Parent, the Interim Lenders (listed therein), Barclays Bank Plc as Interim Facility Agent and Interim Security Agent (the **Interim Facilities Agreement**).
- 1.2 Unless otherwise defined in this letter, capitalised terms and expressions used but not defined in this certificate have the meaning given to them in the Interim Facilities Agreement.
- 1.3 We write to you in our capacity as Interim Facility Agent under the Interim Facilities Agreement.

**2. Status**

- 2.1 We write to confirm the status of the documentary conditions precedent and other evidence (each a **CP** and together the **CPs**) required to be delivered pursuant to paragraph (e) of Clause 4.1 (*Conditions precedent*) of the Interim Facilities Agreement and as set out in Schedule 1 (*Conditions Precedent to First Interim Utilisation*) to the Interim Facilities Agreement (the **CP Schedule**).
- 2.2 We confirm that the status of each of the CPs is as set out in Schedule 1 to this letter and that each of the confirmations herein are irrevocable and unconditional, provided that:
- (a) in respect of the condition precedent referred to in sub-paragraph 5.1 (in respect of the Base Case Model), the form and substance of such condition precedent shall be satisfactory to the Interim Facility Agent and Interim Lenders if it is in form and substance substantially the same as the last version or draft (as applicable) received by the Interim Lenders prior to receipt of the final draft or with any amendments or modifications which:
- (i) do not materially and adversely affect the interests of the Interim Lenders (taken as a whole) under the Interim Documents; or

- (ii) have been made with the approval of the Majority Interim Lenders (in each case such approval not to be unreasonably withheld, made subject to any condition or delayed); and
- (b) in respect of the conditions precedent referred to in sub-paragraph 5.2 (in respect of the Reports) and sub-paragraph 5.3 (in respect of the Structure Memorandum), the form and substance of each such condition precedent shall be satisfactory to the Interim Facility Agent and the Interim Lenders if it is in form and substance substantially the same as the last version of draft (as applicable) received by the Interim Lenders or with any amendments or modifications which:
  - (i) do not materially and adversely affect the interests of the Interim Lenders (taken as a whole) under the Interim Documents; or
  - (ii) have been made with the approval of the Majority Interim Lenders (in each case such approval not to be unreasonably withheld, made subject to any condition or delayed),

provided that the Reports and/or the Structure Memorandum (as applicable) may be updated from time to time and, for the avoidance of doubt, no non-satisfaction of any condition to funding in respect of the Interim Facilities will arise from the failure to provide any Interim Finance Party with an updated or final version of any Report or Tax Structure Memorandum (as applicable).

- 2.3 To our knowledge, the conditions precedent in sub-paragraphs 4.2 (in respect of Scheme Documents), 4.3 (in respect of Offer Documents) of paragraph 4 (*Acquisition documents*) and 5.4 (in respect of the Funds Flow Memorandum) of the CP Schedule are within the control of the Company, are standard in the European leveraged finance market and are customarily satisfied on or prior to the Initial Closing Date, and we have no reason to believe that they will not be satisfied in advance of funding. The conditions precedent listed at sub-paragraphs 4.2 (in respect of Scheme Documents), 4.3 (in respect of Offer Documents) and 5.4 (in respect of the Funds Flow Memorandum) of paragraph 4 (*Acquisition documents*) of the CP Schedule shall be delivered for information purposes only and shall not be required to be in form or substance satisfactory to any Interim Finance Party nor subject to any other approval requirement from any Interim Finance Party.
- 2.4 We further irrevocably and unconditionally confirm, in our capacity as Interim Facility Agent (acting on the instructions of the Majority Interim Lenders), that the customary closing certificate (as described in sub-paragraph 5.6 (*Closing Requirements*) of the CP Schedule) is in an agreed form between us and once executed and/or delivered by the Company in that form, the conditions precedent described in sub-paragraph 5.6 (*Closing Requirements*) of the CP Schedule will be unconditionally and irrevocably satisfied.
- 2.5 We further irrevocably and unconditionally confirm, in our capacity as Interim Facility Agent (acting on the instructions of the Majority Interim Lenders), that the confirmation set out in paragraph 2.2 above with respect to any condition precedent referred to therein (the **Relevant Condition Precedent**) will apply *mutatis mutandis* to the equivalent documents and evidence to the Relevant Condition Precedent to be set out in the Long-term Financing Agreements provided that such documentation or other evidence is delivered pursuant to the Long-term Financing Agreements with such amendments or other changes (if any) as are required to reflect the difference in the terms of the relevant

condition precedent in the Long-term Financing Agreements as against the corresponding condition precedent in the Interim Facilities Agreement.

3. **Confidentiality**

Clause 32 (*Confidentiality*) of the Interim Facilities Agreement shall be deemed incorporated into this letter as though references therein to "Interim Documents" were a reference to this letter.

4. **Miscellaneous**

4.1 This letter may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.

4.2 A person who is not party to this letter has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any of its terms.

4.3 This letter and any non-contractual obligations arising out of or in connection with shall be governed by and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

Yours faithfully

*[The remainder of this page is left intentionally blank]*

## SCHEDULE 1

### Conditions Precedent

Paragraph reference in CP Schedule	Document/ evidence	Status
<b>1. Corporate documents</b>		
1.1	A copy of the constitutional documents of the Parent and the Company, which shall include copies of (i) if available, excerpts (extraits) issued by the Luxembourg Trade and Companies Register (the <b>RCS</b> ) pertaining to the Parent and the Company dated no earlier than the date three Business Days before the date of the applicable formalities certificate and (ii) if available, certificates of absence of judicial decision or administrative dissolution without liquidation ( <i>certificats de non-inscription d'une decision judiciaire ou de dissolution administrative sans liquidation</i> ) issued by the Luxembourg Insolvency Register ( <i>Registre de l'Insolvabilité</i> ) and maintained by the RCS pertaining to the Parent and the Company dated no earlier than the date three Business Days before the date of the applicable formalities certificate or (iii) in case the Parent is not registered with the RCS and the documents set out in (i) and (ii) of this paragraph are not available at the time such formalities certificate is delivered, if available, a certificate of good standing ( <i>certificate de coutume</i> ) provided by the notary incorporating the Parent in Luxembourg pertaining to the Parent.	Satisfied
1.2	Resolutions of the board of managers (or extracts of resolutions of the board of managers) of the Parent and the Company, in each case, approving the terms of, and the transactions contemplated by, the Interim Documents to which it is a party and resolving that it execute, deliver and perform the Interim Documents to which it is a party.	Satisfied
1.3	Specimen signatures of persons authorised in the resolutions referred to in paragraph 1.2 above and signing the Interim Documents.	Satisfied
1.4	A certificate of the Company (signed by an authorised signatory) and Parent confirming that borrowing or securing, as appropriate, the Total Interim Commitments would not cause any borrowing, security or similar limit binding on the Company or Parent (as applicable) to be	Satisfied

Paragraph reference in CP Schedule	Document/ evidence	Status			
	exceeded.				
1.5	A formalities certificate certifying that each copy document relating to it specified in paragraphs 1.1, 1.2 and 1.3 above (as applicable) is correct, complete and (to the extent applicable) in full force and effect and has not been amended or superseded.	Satisfied			
<b>2. Transaction Documents</b>					
2.1	A copy of the Fee Letter duly executed by the Company	Satisfied			
2.2	Subject to the Security Principles, a copy of the following Security Documents executed by the Parent or the Company (as applicable):	Satisfied			
	<table border="1"> <tr> <td data-bbox="394 898 626 1140">Parent</td> <td data-bbox="626 898 859 1140">Limited recourse pledge to be granted by the Parent over the shares of the Company</td> <td data-bbox="859 898 1092 1140">Luxembourg</td> </tr> </table>	Parent	Limited recourse pledge to be granted by the Parent over the shares of the Company	Luxembourg	
Parent	Limited recourse pledge to be granted by the Parent over the shares of the Company	Luxembourg			
	<table border="1"> <tr> <td data-bbox="394 1140 626 1413">Parent</td> <td data-bbox="626 1140 859 1413">Limited recourse pledge over any structural intra-group receivables owed to the Parent by the Company (if any)</td> <td data-bbox="859 1140 1092 1413">Luxembourg</td> </tr> </table>	Parent	Limited recourse pledge over any structural intra-group receivables owed to the Parent by the Company (if any)	Luxembourg	
Parent	Limited recourse pledge over any structural intra-group receivables owed to the Parent by the Company (if any)	Luxembourg			
<b>3. Legal opinions</b>					
3.1	Legal opinion (as to validity and enforceability) from White & Case LLP, legal advisers to the Interim Facility Agent and Interim Lenders as to English law	Satisfied			
3.2	Legal opinion (as to validity and enforceability) from White & Case S.à r.l., legal advisers to the Interim Facility Agent and Interim Lenders as to Luxembourg law	Satisfied			
3.3	Legal opinion (as to capacity) from Loyens & Loeff Luxembourg S.à r.l., legal advisers to the Company and Parent as to Luxembourg law	Satisfied			

Paragraph reference in CP Schedule	Document/ evidence	Status
<b>4. Acquisition documents</b>		
4.1	<p>The Rule 2.7 Announcement, the form and substance of which shall be satisfactory to the Interim Facility Agent and Interim Lenders if it is in form and substance substantially the same as the last version or draft (as applicable) received by the Interim Lenders prior to receipt of the final draft or with any amendments or modifications which:</p> <ul style="list-style-type: none"> <li>(i) do not materially and adversely affect the interests of the Interim Lenders (taken as a whole) under the Interim Documents;</li> <li>(ii) have been made with the approval of the Majority Interim Lenders (in each case such approval not to be unreasonably withheld, made subject to any condition or delayed); or</li> <li>(iii) are required by the Takeover Panel or the Code.</li> </ul>	Satisfied
4.2	<p>If the Acquisition is effected by way of a Scheme:</p> <ul style="list-style-type: none"> <li>(i) a copy of the Scheme Order;</li> <li>(ii) subject to any confidentiality, regulatory, legal or other restrictions relating to the supply of such documentation, the Scheme Document,</li> </ul> <p>in each case, which shall not be required to be in form and substance satisfactory to the Interim Facility Agent and the Interim Lenders and shall be provided for information purposes only.</p>	To be satisfied by delivery of the Scheme Order and the Scheme Document (in each case, if applicable)
4.3	<p>If the Acquisition is effected by way of an Offer:</p> <ul style="list-style-type: none"> <li>(i) a copy of the final Offer Document; and</li> <li>(ii) a copy of the press announcement released by Bidco announcing that the Offer has been declared unconditional in all respects,</li> </ul> <p>in each case, which shall not be required to be in form and substance satisfactory to the Interim Facility Agent and the Interim Lenders and shall be provided for information purposes only.</p>	To be satisfied by delivery of the final Offer Document and the press announcement (in each case, if applicable)

Paragraph reference in CP Schedule	Document/ evidence	Status
<b>5. Other documents and evidence</b>		
5.1	<p>The Base Case Model, the form and substance of which shall be satisfactory to the Interim Facility Agent and Interim Lenders if it is in form and substance substantially the same as the last version or draft (as applicable) received by the Interim Lenders prior to receipt of the final draft or with any amendments or modifications which:</p> <ul style="list-style-type: none"> <li>(i) do not materially and adversely affect the interests of the Interim Lenders (taken as a whole) under the Interim Documents; or</li> <li>(ii) have been made with the approval of the Majority Interim Lenders (in each case such approval not to be unreasonably withheld, made subject to any condition or delayed).</li> </ul>	Satisfied
5.2	<p>The Reports on a non-reliance basis, the form and substance of which shall be satisfactory to the Interim Facility Agent and the Interim Lenders if it is in form and substance substantially the same as the last version of draft (as applicable) received by the Interim Lenders or with any amendments or modifications which:</p> <ul style="list-style-type: none"> <li>(i) do not materially and adversely affect the interests of the Interim Lenders (taken as a whole) under the Interim Documents; or</li> <li>(ii) have been made with the approval of the Majority Interim Lenders (in each case such approval not to be unreasonably withheld, made subject to any condition or delayed),</li> </ul> <p>provided that the Reports may be updated from time to time and, for the avoidance of doubt, no non-satisfaction of any condition to funding in respect of the Interim Facilities will arise from the failure to provide any Interim Finance Party with an updated or final version of any Report.</p>	Satisfied
5.3	The Structure Memorandum, on a non-reliance basis, the form and substance of which shall be satisfactory to the Interim Facility Agent and the Interim Lenders if it is in form and substance substantially the same as the last version or draft (as applicable) received by the Interim	Satisfied

Paragraph reference in CP Schedule	Document/ evidence	Status
	<p>Lenders or with any amendments or modifications which:</p> <ul style="list-style-type: none"> <li>(i) do not materially and adversely affect the interests of the Interim Lenders (taken as a whole) under the Interim Documents; or</li> <li>(ii) have been made with the approval of the Majority Interim Lenders (in each case such approval not to be unreasonably withheld, made subject to any condition or delayed),</li> </ul> <p>provided that the Structure Memorandum may be updated from time to time and, for the avoidance of doubt, no non-satisfaction of any condition to funding in respect of the Interim Facilities will arise from the failure to provide any Interim Finance Party with an updated or final version of the Structure Memorandum.</p>	
5.4	A copy of the Funds Flow Memorandum, for information purposes only.	To be satisfied by delivery of the Funds Flow Memorandum
5.5	Evidence of satisfaction of any customary and reasonably required "know your customer" checks or other similar checks under all applicable laws and regulations pursuant to the Interim Documents in respect of the Parent and the Company, as notified to the Company not less than five Business Days prior to the date of the Commitment Letter.	Satisfied
5.6	<p>A customary closing certificate of the Company the form and substance of which shall be satisfactory to the Interim Facility Agent and Interim Lenders if it is in form and substance substantially the same as the draft agreed prior to the date of this Agreement, confirming:</p> <ul style="list-style-type: none"> <li>(a) that, if the Acquisition is effected by way of a Scheme, the Scheme Effective Date or, if the Acquisition is effected by way of an Offer, the Unconditional Date, has occurred;</li> <li>(b) that the Equity Contribution in an aggregate amount as of the Initial Closing Date is (or will be), when aggregated with any Equity Contribution(s) made prior to the Initial Closing Date, no less than 35 per cent of: <ul style="list-style-type: none"> <li>(i) the sum of: (A) the aggregate amount of the Equity Contribution(s) made; <i>plus</i> (B) the aggregate amount received (or to be received, as</li> </ul> </li> </ul>	Agreed form

Paragraph reference in CP Schedule	Document/ evidence	Status
	<p>the case may be) by the Borrower under the Interim Term Facilities (excluding any amount utilised or to be utilised (directly or indirectly) to fund any upfront fee, arrangement fee, and/or any other related fees); <i>plus</i> (C) the aggregate amount of any RCF Acquisition Commitments utilised or to be utilised, in each case on or prior to the Initial Closing Date; less</p> <p>(ii) the amount of all cash and cash equivalents held by the Group or the Target Group on the Initial Closing Date.</p>	

**THE INTERIM FACILITY AGENT**

**SIGNED**

for and on behalf of

**Barclays Bank PLC**

as Interim Facility Agent

)  
)  
)  
)



Name:

  
.....

Title:

  
.....