Barclays Bank PLC, Crédit Agricole Corporate and Investment Bank, Deutsche Bank AG, London Branch, **Morgan Stanley Bank AG**, and **Morgan Stanley Senior Funding, Inc.,** each as a Mandated Lead Arranger, Bookrunner; and/or Underwriter, together, "**we**", "**us**" or "**our**"

To: **ISOTOPE FINCO S.À R.L.** (formerly Galileo Lux HoldCo S.à r.l.)
Attention: the directors
("**Company**", "**you**" or "**your**")

12 June 2026

Project Nucleus – Fee Letter

Dear Addressees

1. **Introduction**

1.1 This letter is delivered to you in connection with:

(a) a commitment letter dated on or about the date hereof from each Mandated Lead Arranger, Bookrunner and Underwriter to you (the ***Commitment Letter***) whereby, among other things, each Mandated Lead Arranger, Bookrunner and Underwriter has been appointed as a mandated lead arranger, underwriter or bookrunner (as applicable) in relation to the Facilities (as defined therein);

(b) the Senior Term Sheet;

(c) the Bridge Term Sheet; and

(d) the Interim Facilities Agreement.

1.2 Unless otherwise defined herein, terms defined in the Commitment Letter (together with any appendices and schedules thereto) shall have the same meaning in this letter. This is the Fee Letter referred to in the Commitment Letter.

1.3 In this letter:

(a) ***Bridge Facility Initial Closing Date*** has the meaning given to the term '*Initial Closing Date*' in the Bridge Term Sheet; and

(b) ***Senior Facilities Initial Closing Date*** has the meaning given to the term '*Initial Closing Date*' in the Senior Term Sheet.

2. **Arrangement Fees**

2.1 You agree to pay (or procure that a member of the Group shall pay), subject to the other provisions of this letter, to the Senior Facilities Agent (for the account of the Mandated Lead Arrangers or their designated Affiliates), an aggregate arrangement fee:

(a) in respect of Facility B1, in euros, in an amount equal to 1.75 per cent. of the aggregate principal amount of Facility B1 Commitments held by the Mandated Lead Arrangers (or their designated Affiliates) on the Senior Facilities Initial Closing Date, payable on the Senior Facilities Initial Closing Date (the ***Facility B1 Arrangement Fee***);

(b) in respect of Facility B2, in US Dollars, in an amount equal to 2.00 per cent. of the aggregate principal amount of Facility B2 Commitments held by the Mandated Lead Arrangers (or their designated Affiliates) on the Senior Facilities Initial Closing Date, payable on the Senior Facilities Initial Closing Date (the ***Facility B2 Arrangement Fee***);

(c) in respect of the Initial Revolving Facility, in GBP, in an amount equal to 1.75 per cent. of the aggregate principal amount of Initial Revolving Facility Commitments held by the Mandated Lead Arrangers (or their designated Affiliates) on the Senior Facilities Initial Closing Date, payable on the Senior Facilities Initial Closing Date (the ***Revolving Facility Arrangement Fee***);

(d) in respect of the Delayed Draw Term Facility 1, in euros, in an amount equal to 1.75 per cent. of the aggregate principal amount of Delayed Draw Term Facility 1 Commitments held by such Mandated Lead Arranger (or their designated Affiliates) on the Senior Facilities Initial Closing Date, payable on the Senior Facilities Initial Closing Date (the ***DDTL1 Arrangement Fee***); and

(e) in respect of the Delayed Draw Term Facility 2, in US Dollars, in an amount equal to 2.00 per cent. of the aggregate principal amount of Delayed Draw Term Facility 2 Commitments held by such Mandated Lead Arranger (or their designated Affiliates) on the Senior Facilities Initial Closing Date, payable on the Senior Facilities Initial Closing Date (the ***DDTL2 Arrangement Fee*** and together with the Facility B1 Arrangement Fee, the Facility B2 Arrangement Fee, the Revolving Facility Arrangement Fee and the DDTL1 Arrangement Fee, the ***Arrangement Fees***).

2.2 The Facility B1 Arrangement Fee shall be split between the Mandated Lead Arrangers (or their designated Affiliates) pro rata to their (or their designated Affiliates') respective Commitments under Facility B1 on the Senior Facilities Initial Closing Date. The Facility B2 Arrangement Fee shall be split between the Mandated Lead Arrangers pro rata to their (or their Affiliates') respective Commitments under Facility B2 on the Senior Facilities Initial Closing Date. The Revolving Facility Arrangement Fee shall be split between the Mandated Lead Arrangers pro rata to their (or their Affiliates') respective Commitments under the Initial Revolving Facility on the Senior Facilities Initial Closing Date. The DDTL1 Arrangement Fee shall be split between the Mandated Lead Arrangers pro rata to their (or their Affiliates') respective Commitments under the Delayed Draw Term Facility 1 on the Senior Facilities Initial Closing Date. The DDTL2 Arrangement Fee shall be split between the Mandated Lead Arrangers pro rata to their (or their

Affiliates') respective Commitments under the Delayed Draw Term Facility 2 on the Senior Facilities Initial Closing Date.

2.3 No Arrangement Fee shall be payable unless the Senior Facilities Initial Closing Date and the first utilisation of Facility B have occurred. No Facility B1 Arrangement Fee shall be payable unless the first utilisation of Facility B1 has occurred. No Facility B2 Arrangement Fee shall be payable unless the first utilisation of Facility B2 has occurred.

2.4 The Company may authorise the Senior Facilities Agent to deduct some or all of the Arrangement Fees from the proceeds of the first utilisation under the Senior Facilities Agreement.

2.5 If the Interim Closing Date has occurred and any Senior Interim Fees have been paid in accordance with paragraph 6.1 below, the equivalent Arrangement Fees shall be reduced on a euro for euro, pound for pound or dollar for dollar basis (as applicable) by an amount equal to the relevant Senior Interim Fees so paid.

3. **OID Fees**

3.1 Subject to paragraph 3.2 below, you agree to pay (or procure that a member of the Group shall pay), subject to the other provisions of this letter, to the Agent (for the account of the Lenders participating in Facility B), an original issue discount:

(a) in respect of Facility B1, in euros, in an amount equal to 0.50 per cent of the aggregate principal amount of Facility B1 on the Senior Facilities Initial Closing Date (the ***Facility B1 OID Fee***), payable on the Senior Facilities Initial Closing Date; and

(b) in respect of Facility B2, in US Dollars, in an amount equal to 0.50 per cent of the aggregate principal amount of Facility B2 on the Senior Facilities Initial Closing Date (the ***Facility B2 OID Fee*** and, together with the Facility B1 OID Fee, the ***Facility B OID Fees***), payable on the Senior Facilities Initial Closing Date.

3.2 To the extent:

(a) Successful Facility B1 Syndication (as defined below) can be achieved in respect of Facility B1 without the Mandated Lead Arrangers offering to pay the full Facility B1 OID Fee to the New Syndicate Lenders, either: (i) if the Facility B1 OID Fee has not been paid by the Company, the Company shall only be obliged under paragraph 3.1 above to pay the average original issue discount agreed to be paid to the New Syndicate Lenders in respect of Facility B1 on the Senior Facilities Initial Closing Date; or (ii) to the extent the Facility B1 OID Fee has already been paid by or on behalf of the Company, the difference between the full Facility B1 OID Fee and the average original issue discount agreed to be paid to the New Syndicate Lenders in respect of Facility B1 shall be rebated promptly to the

Company (or any person as may be directed by the Company) following Successful Facility B1 Syndication; and

(b) Successful Facility B2 Syndication (as defined below) can be achieved in respect of Facility B2 without the Mandated Lead Arrangers offering to pay the full Facility B2 OID Fee to the New Syndicate Lenders, either: (i) if the Facility B2 OID Fee has not been paid by the Company, the Company shall only be obliged under paragraph 3.1 above to pay the average original issue discount agreed to be paid to the New Syndicate Lenders in respect of Facility B2 on the Senior Facilities Initial Closing Date; or (ii) to the extent the Facility B2 OID Fee has already been paid by or on behalf of the Company, the difference between the full Facility B2 OID Fee and the average original issue discount agreed to be paid to the New Syndicate Lenders in respect of Facility B2 shall be rebated promptly to the Company (or any person as may be directed by the Company) following Successful Facility B2 Syndication.

3.3 Subject to any reduction or rebate under paragraph 3.2, the Facility B1 OID Fee shall be split between the Lenders participating in Facility B1 pro rata to their respective Commitments under Facility B1 on the Senior Facilities Initial Closing Date. The Facility B2 OID Fee shall be split between the Lenders participating in Facility B2 pro rata to their respective Commitments under Facility B2 on the Senior Facilities Initial Closing Date.

3.4 Subject to paragraph 3.5 below, you agree to pay (or procure that a member of the Group shall pay), subject to the other provisions of this letter, to the Agent (for the account of the Lenders participating in the Delayed Draw Term Facilities), an original issue discount:

(a) in respect of Delayed Draw Term Facility 1 (the ***DDTL1 OID Fee***), in euros, in an amount equal to 0.50 per cent of the aggregate principal amount of the Delayed Draw Term Facility 1 Commitments utilised on the date of each utilisation of the Delayed Draw Term Facility 1 (each being a ***DDTL1 Utilisation Date***), payable on the applicable DDTL1 Utilisation Date; and

(b) in respect of Delayed Draw Term Facility 2 (the ***DDTL2 OID Fee*** and together with the Facility B OID Fees and the DDTL1 OID Fee, the ***Original OID Fees***), in US Dollars, in an amount equal to 0.50 per cent of the aggregate principal amount of the Delayed Draw Term Facility 2 Commitments utilised on the date of each utilisation of the Delayed Draw Term Facility 2 (each being a ***DDTL2 Utilisation Date*** and, together with each DDTL1 Utilisation Date, a ***DDTL Utilisation Date***), payable on the applicable DDTL2 Utilisation Date.

3.5 To the extent:

(a) Successful Facility DDTL1 Syndication (as defined below) can be achieved in respect of the Delayed Draw Term Facility 1 without the Mandated Lead Arrangers offering to pay the full DDTL1 OID Fee to the New Syndicate Lenders, either: (i) if the DDTL1 OID Fee has not been paid by the Company, the Company shall only be obliged under paragraph 3.4 above to pay the average original issue discount agreed to be paid to the New Syndicate Lenders in respect of the Delayed Draw Term Facility 1 on the Senior Facilities Initial Closing Date; or (ii) to the extent the DDTL1 OID Fee has already been paid by or on behalf of the Company, the difference between the full DDTL1 OID Fee and the average original issue discount agreed to be paid to the New Syndicate Lenders in respect of the Delayed Draw Term Facility 1 shall be rebated promptly to the Company (or any person as may be directed by the Company) following Successful DDTL1 Syndication; and

(b) Successful Facility DDTL2 Syndication (as defined below) can be achieved in respect of the Delayed Draw Term Facility 2 without the Mandated Lead Arrangers offering to pay the full DDTL2 OID Fee to the New Syndicate Lenders, either: (i) if the DDTL2 OID Fee has not been paid by the Company, the Company shall only be obliged under paragraph 3.4 above to pay the average original issue discount agreed to be paid to the New Syndicate Lenders in respect of the Delayed Draw Term Facility 2 on the Senior Facilities Initial Closing Date; or (ii) to the extent the DDTL2 OID Fee has already been paid by or on behalf of the Company, the difference between the full DDTL2 OID Fee and the average original issue discount agreed to be paid to the New Syndicate Lenders in respect of the Delayed Draw Term Facility 2 shall be rebated promptly to the Company (or any person as may be directed by the Company) following Successful DDTL2 Syndication.

3.6 Subject to any reduction or rebate under paragraph 3.5, the DDTL1 OID Fee shall be split between the Lenders participating in DDTL1 pro rata to their respective Commitments under DDTL1 utilised on the applicable DDTL1 Utilisation Date. The DDTL2 OID Fee shall be split between the Lenders participating in DDTL2 pro rata to their respective Commitments under DDTL2 utilised on the applicable DDTL2 Utilisation Date.

3.7 No Original OID Fees shall be payable unless the Senior Facilities Initial Closing Date has occurred. No Facility B1 OID Fee shall be payable unless the first utilisation of Facility B1 has occurred. No Facility B2 OID Fee shall be payable unless the first utilisation of Facility B2 has occurred. No DDTL1 OID Fee shall be payable on any amounts of the Delayed Draw Term Facility 1 which are not utilised and no DDTL1 OID Fee shall be payable on any amounts of the Delayed Draw Term Facility 1 utilised prior to the relevant DDTL1 Utilisation Date. No DDTL2 OID Fee shall be payable on any amounts of the Delayed Draw Term Facility 2 which are not utilised and no DDTL2 OID Fee shall be payable on any amounts of the Delayed Draw Term Facility 2 utilised prior to the relevant DDTL2 Utilisation Date.

3.8 For the avoidance of doubt, no original issue discount is payable with respect to the Initial Revolving Facility.

3.9 The relevant Average OID Fee (as defined below) shall also be payable to each Mandated Lead Arranger or their designated Affiliates in respect of the amount of Facility B1, Facility B2, the Delayed Draw Term Facility 1 or the Delayed Draw Term Facility 2 (as applicable) actually held by that Mandated Lead Arranger or their designated Affiliates at the end of the applicable Syndication Period (as defined below).

3.10 To the extent that:

(a) Successful Syndication has not occurred in respect of Facility B1, Facility B2, the Delayed Draw Term Facility 1 or the Delayed Draw Term Facility 2, as applicable, by the end of the Syndication Period, but at any time during the period of six months following the end of the Syndication Period (the ***OID Rebate Period***), a Mandated Lead Arranger or its lending affiliate in its capacity as Original Lender (a ***Transferring MLA***) transfers a Facility B1, Facility B2, the Delayed Draw Term Facility 1 or the Delayed Draw Term Facility 2 commitment (as applicable) (for the avoidance of doubt, "commitment" in this paragraph 3.10 shall refer to both unfunded commitments and funded loans) to a New Syndicate Lender at a lower OID than the relevant Average OID Fee paid to the relevant Transferring MLA; and

(b) at the end of the OID Rebate Period:

(i) in respect of Facility B1, the aggregate Facility B1 commitments of the Original Lenders which the Mandated Lead Arrangers have attempted to syndicate to New Syndicate Lenders (non-affiliated and unconnected to the Original Lenders) has been reduced to not more than an amount equal to 15 per cent of the total Facility B1 commitments;

(ii) in respect of Facility B2, the aggregate Facility B2 commitments of the Original Lenders which the Mandated Lead Arrangers have attempted to syndicate to New Syndicate Lenders (non-affiliated and unconnected to the Original Lenders) has been reduced to not more than zero;

(iii) in respect of the Delayed Draw Term Facility 1, the aggregate Delayed Draw Term Facility 1 commitments of the Original Lenders which the Mandated Lead Arrangers have attempted to syndicate to New Syndicate Lenders (non-affiliated and unconnected to the Original Lenders) has been reduced to not more than an amount equal to 15 per cent of the total Delayed Draw Term Facility 1 commitments; or

(iv) in respect of the Delayed Draw Term Facility 2, the aggregate Delayed Draw Term Facility 2 commitments of the Original Lenders which the Mandated Lead Arrangers have attempted to syndicate to New Syndicate Lenders (non-affiliated and unconnected to the Original Lenders) has been reduced to not more than zero,

an amount equal to the difference between (x) the relevant Average OID Fee paid to that Transferring MLA in respect of such Facility B1, Facility B2, Delayed Draw Term Facility 1 or Delayed Draw Term Facility 2 (as applicable) commitments transferred to New Syndicate Lenders during the OID Rebate Period; and (y) the average OID payable to New Syndicate Lenders by that Transferring MLA in respect of any Facility B1, Facility B2, Delayed Draw Term Facility 1 or Delayed Draw Term Facility 2 commitments transferred to New Syndicate Lenders during the OID Rebate Period (the ***OID Rebate***) shall be rebated promptly to the Company (or any person as may be directed by the Company) following the end of the OID Rebate Period.

3.11 The Mandated Lead Arrangers agree to use reasonable endeavours to offer and agree to pay away the minimum amount of Original OID Fees and OID Flex in respect of that portion of Facility B1, Facility B2, the Delayed Draw Term Facility 1 or Delayed Draw Term Facility 2 being syndicated that is possible in the current market conditions without prejudicing a Successful Syndication.

3.12 For the purposes of this letter:

Average DDTL1 OID Fee means, in respect of the Delayed Draw Term Facility 1:

(a) (if Successful DDTL1 Syndication has been achieved) the average amount payable in connection with DDTL1 OID Flex (as defined below) paid to New Syndicate Lenders in respect of Delayed Draw Term Facility 1;

(b) (if no allocation of the Delayed Draw Term Facility 1 has been made prior to the end of the Syndication Period) the full percentage of DDTL1 OID Flex not yet paid to New Syndicate Lenders that is payable in connection with DDTL1 OID Flex in respect of the amount of Delayed Draw Term Facility 1 actually held by the relevant Original Lender at the end of the Syndication Period; or

(c) (if an allocation of the Delayed Draw Term Facility 1 has been made but Successful DDTL1 Syndication has not been achieved prior to the end of the Syndication Period) the full percentage of DDTL1 OID Flex not yet paid to New Syndicate Lenders that is payable in connection with DDTL1 OID Flex in respect of the amount of Delayed Draw Term Facility 1 actually held by the relevant Original Lender at the end of the Syndication Period;

Average DDTL2 OID Fee means, in respect of the Delayed Draw Term Facility 2:

(a) (if Successful DDTL2 Syndication has been achieved) the average amount payable in connection with DDTL2 OID Flex (as defined below) paid to New Syndicate Lenders in respect of Delayed Draw Term Facility 2;

(b) (if no allocation of the Delayed Draw Term Facility 2 has been made prior to the end of the Syndication Period) the full percentage of DDTL2 OID Flex not yet paid to New Syndicate Lenders that is payable in connection with DDTL2 OID Flex in respect of the amount of Delayed Draw Term Facility 2 actually held by the relevant Original Lender at the end of the Syndication Period; or

(c) (if an allocation of the Delayed Draw Term Facility 2 has been made but Successful DDTL2 Syndication has not been achieved prior to the end of the Syndication Period) the full percentage of DDTL2 OID Flex not yet paid to New Syndicate Lenders that is payable in connection with DDTL2 OID Flex in respect of the amount of Delayed Draw Term Facility 2 actually held by the relevant Original Lender at the end of the Syndication Period;

Average Facility B1 OID Fee means, in respect of Facility B1:

(a) (if Successful Facility B1 Syndication has been achieved) the average amount payable in connection with Facility B1 OID Flex (as defined below) paid to New Syndicate Lenders in respect of Facility B1;

(b) (if no allocation of Facility B1 has been made prior to the end of the Syndication Period) the full percentage of Facility B1 OID Flex not yet paid to New Syndicate Lenders that is payable in connection with Facility B1 OID Flex in respect of the amount of Facility B1 actually held by the relevant Original Lender at the end of the Syndication Period; or

(c) (if an allocation of Facility B1 has been made but Successful Facility B1 Syndication has not been achieved prior to the end of the Syndication Period) the full percentage of Facility B1 OID Flex not yet paid to New Syndicate Lenders that is payable in connection with Facility B1 OID Flex in respect of the amount of Facility B1 actually held by the relevant Original Lender at the end of the Syndication Period;

Average Facility B2 OID Fee means, in respect of Facility B2:

(a) (if Successful Facility B2 Syndication has been achieved) the average amount payable in connection with Facility B2 OID Flex (as defined below) paid to New Syndicate Lenders in respect of Facility B2;

(b) (if no allocation of Facility B2 has been made prior to the end of the Syndication Period) the full percentage of Facility B2 OID Flex not yet paid to New Syndicate Lenders that is payable in connection with Facility B2 OID Flex in respect of the amount of Facility B2 actually held by the relevant Original Lender at the end of the Syndication Period; or

(c) (if an allocation of Facility B2 has been made but Successful Facility B2 Syndication has not been achieved prior to the end of the Syndication Period) the full percentage of Facility B2 OID Flex not yet paid to New Syndicate Lenders that is payable in connection with Facility B2 OID Flex in respect of the amount of Facility B2 actually held by the relevant Original Lender at the end of the Syndication Period; and

Average OID Fees means the Average DDTL1 OID Fee, the Average DDTL2 OID Fee, the Average Facility B1 OID Fee and the Average Facility B2 OID Fee.

3.13 No Original OID Fee (and, for the avoidance of doubt, Average OID Fees) shall be payable if the Senior Facilities Initial Closing Date does not occur.

3.14 The Company may authorise the Agent to deduct some or all of the Original OID Fees from the proceeds of the first utilisation under the Senior Facilities Agreement.

4. DDTL Ticking Fee

4.1 In this paragraph 4:

DDTL Allocation Date means the date upon which each New Syndicate Lender under the Delayed Draw Term Facility is allocated a DDTL Commitment or participation in the Delayed Draw Term Facility.

DDTL Commitment means, in respect of each DDTL Lender, the amount of its (or its Affiliate's) commitments in the relevant Delayed Draw Term Facility as at the relevant DDTL Utilisation Date.

DDTL Lender means (i) each New Syndicate Lender which has been allocated a commitment or participation in the relevant Delayed Draw Term Facility by the Mandated Lead Arrangers in accordance with the Agreed Syndication Strategy; and (ii) if Successful Syndication has not been achieved in respect of the Delayed Draw Term Facility 1 and/or the Delayed Draw Term Facility 2, each Mandated Lead Arranger or its lending affiliate in its capacity as an Original Lender under the relevant Delayed Draw Term Facility.

4.2 If, in respect of any DDTL Lender, the relevant DDTL Utilisation Date or DDTL Cancellation Date (as defined below) occurs after the relevant DDTL Allocation Date, the Company will pay, or will cause to be paid, to the Agent (solely for the account of each applicable DDTL Lender), a ticking fee in respect of each day from (and excluding) the relevant DDTL Allocation Date to:

(a) (I) each DDTL1 Utilisation Date, in respect of any commitments utilised under the Delayed Draw Facility 1 on that DDTL1 Utilisation Date; and (II) the date on which any DDTL Commitments under the Delayed Draw Term Facility 1 are cancelled (other than any DDTL Commitments which have been utilised and repaid) in accordance with the terms of the Senior Facilities Agreement (the ***DDTL1***

Cancellation Date), in respect of the amount of DDTL Commitments under the Delayed Draw Term Facility 1 so cancelled, in each case calculated on each DDTL Lender's commitments under the Delayed Draw Term Facility 1 at such time (the ***DDTL1 Ticking Fee***); and

(b) (I) each DDTL2 Utilisation Date, in respect of any commitments utilised under the Delayed Draw Facility 2 on that DDTL2 Utilisation Date; and (II) the date on which any DDTL Commitments under the Delayed Draw Term Facility 2 are cancelled (other than any DDTL Commitments which have been utilised and repaid) in accordance with the terms of the Senior Facilities Agreement (the ***DDTL2 Cancellation Date*** and together with the DDTL 1 Cancellation Date, the ***DDTL Cancellation Date***), in respect of the amount of DDTL Commitments under the Delayed Draw Term Facility 2 so cancelled, in each case calculated on each DDTL Lender's commitments under the Delayed Draw Term Facility 2 at such time (the ***DDTL2 Ticking Fee*** and, together with the DDTL1 Ticking Fee, the ***Ticking Fees***),

in each case in accordance with the other provisions of this letter, provided further that accrued Ticking Fees shall be payable by (or on behalf of) the Company to the Senior Facilities Agent:

(i) on the Senior Facilities Initial Closing Date (in respect of the Ticking Fees accrued between the DDTL Allocation Date and the Senior Facilities Initial Closing Date);

(ii) on each subsequent Quarter Date (in respect of Ticking Fees accrued but unpaid since the prior Quarter Date (or, if applicable, since the Senior Facilities Initial Closing Date));

(iii) on each DDTL Utilisation Date (in respect of the Ticking Fees accrued but unpaid in respect of DDTL Commitments utilised on such date); and

(iv) on each DDTL Cancellation Date (in respect of the Ticking Fees accrued but unpaid in respect of the DDTL Commitments cancelled on such date).

4.3 For any day on which a Ticking Fee accrues in accordance with paragraph 4.2 above, the Ticking Fee shall be equal to the percentage of the initial Margin (excluding, for the avoidance of doubt, any EURIBOR or Term SOFR rate or floor) for the Delayed Draw Term Facility 1 and/or Delayed Draw Term Facility 2 (as applicable) set out in the table below opposite the number of calendar days which have elapsed since the applicable DDTL Allocation Date:

Days from (and excluding) the applicable DDTL Allocation Date	**Percentage of Margin**
0-60	0%

61-120	50%
121+	100%

4.4 The Ticking Fees shall be calculated on the basis of the actual number of calendar days elapsed and a 365 day year.

4.5 The Agent shall pay the Ticking Fees to the applicable DDTL Lender (and/or its successors in title) on the later of (i) the date on which such Ticking Fee is paid to the Agent in accordance with paragraph 4.2 above and (ii) the date on which such DDTL Lender (and/or its successors in title) becomes the lender of record in respect of such DDTL Commitment.

4.6 No Ticking Fees shall be paid to any DDTL Lender that fails to become party to the Senior Facilities Agreement as a Lender, or a sub-participant of an Original Lender, in respect of the commitment or participation in the Delayed Draw Term Facility allocated to it in accordance with the Agreed Syndication Strategy.

4.7 No DDTL1 Ticking Fees will be payable unless the Senior Facilities Initial Closing Date has occurred.

4.8 No DDTL2 Ticking Fees will be payable unless the Senior Facilities Initial Closing Date has occurred.

5. **Bridge Fees**

5.1 You agree to pay (or procure that a member of the Group shall pay) to the Bridge Facility Agent (for the account of the Mandated Lead Arrangers (or their designated Affiliates)) in the event that, and only to the extent that, you borrow under applicable Bridge Facilities or issue Permanent Securities (as defined in the Engagement Letter (as defined below)) in which such Mandated Lead Arrangers (or their Underwriting affiliates) have participated in or before the Bridge Facility Initial Closing Date, commitment fees in an amount equal to:

(a) 1.25% of the gross proceeds of the Loans actually borrowed under Bridge Facility 1 on the date of each utilisation of Bridge Facility 1 (each being a ***Bridge Facility 1 Utilisation Date***) or Permanent Securities issued on the date of each issuance of Permanent Securities denominated in euro (each being a ***EUR Issuance Date***) in connection with the financing of the Transaction (other than any issuance of Permanent Securities denominated in euro which are used to refinance any utilisations of Bridge Facility 1 on or after the Bridge Facility Initial Closing Date), in each case, in euro, payable on each Bridge Facility 1 Utilisation Date and/or EUR Issuance Date (as applicable); and/or

(b) 1.25% of the gross proceeds of the Loans actually borrowed under Bridge Facility 2 on the date of each utilisation of Bridge Facility 2 (each being a ***Bridge Facility 2 Utilisation Date*** and, together with each Bridge Facility 1 Utilisation Date, a ***Bridge Facility Utilisation***

Date) or Permanent Securities issued on the date of each issuance of Permanent Securities denominated in US Dollars (each being a ***USD Issuance Date*** and, together with each EUR Issuance Date, a ***Bridge Issuance Date***) in connection with the financing of the Transaction (other than any issuance of Permanent Securities denominated in US Dollars which are used to refinance any utilisations of Bridge Facility 2 on or after the Bridge Facility Initial Closing Date), in each case, in US Dollars, payable on each Bridge Facility 2 Utilisation Date and/or USD Issuance Date (as applicable),

(the ***Bridge Commitment Fee***); provided further that no Bridge Commitment Fee shall be payable to any Mandated Lead Arranger (or its designated Affiliate) in the event that such Mandated Lead Arranger (or its designated Affiliate) is unable or unwilling to fund its commitment in respect of the Bridge Facilities as required under the Commitment Letter in connection with the Transaction (whether or not the Bridge Facility Initial Closing Date has subsequently occurred).

5.2 You also agree to pay (or procure that a member of the Group shall pay) to Bridge Facility Agent (for the account of the Mandated Lead Arrangers (or their designated Affiliates)) bridge funding fees in an amount equal to:

(a) 1.25% of the gross proceeds of the Loans actually borrowed under Bridge Facility 1 on each Bridge Facility 1 Utilisation Date, in euro; and/or

(b) 1.25% of the Loans actually borrowed under Bridge Facility 2 on each Bridge Facility 2 Utilisation Date, in US Dollars,

if and only to the extent any Initial Bridge Loans are made (the ***Bridge Funding Fee***), provided that if the Initial Bridge Loans are repaid in whole or in part with the proceeds of any debt issued pursuant to an engagement letter (the ***Engagement Letter***) entered into with one or more investment banks reasonably satisfactory to us, any Mandated Lead Arranger (or a designated affiliate thereof) who received any portion of the Bridge Funding Fee in connection therewith agrees to credit a portion of such Bridge Funding Fee against any fees payable to such Mandated Lead Arranger (or its designated affiliate), whether by set-off against any fees to be paid under the Engagement Letter or otherwise, that acted in the roles specified in the Engagement Letter in connection with such debt as follows (such amounts, the ***Bridge Funding Fee Rebate***):

(i) an amount equal to 100% of the Bridge Funding Fee paid with respect to the Initial Bridge Loans to the extent repaid with the proceeds of such debt on or before the 60th day after the Bridge Facility Initial Closing Date;

(ii) an amount equal to 75% of the Bridge Funding Fee paid with respect to the Initial Bridge Loans to the extent repaid with the proceeds of such debt more than 60 days after the Bridge Facility Initial Closing Date but on or before the 90th day after the Bridge Facility Initial Closing Date;

(iii) an amount equal to 50% of the Bridge Funding Fee paid with respect to the Initial Bridge Loans to the extent repaid with the proceeds of such debt more than 90 days after the Bridge Facility Initial Closing Date but on or before the 180th day after the Bridge Facility Initial Closing Date; and

(iv) an amount equal to 25% of the Bridge Funding Fee paid with respect to the Initial Bridge Loans to the extent repaid with the proceeds of such debt more than 180 days but on or before the 270th day after the Bridge Facility Initial Closing Date.

5.3 You also agree to pay (or procure that a member of the Group shall pay) to the Bridge Facility Agent (for the account of the Mandated Lead Arrangers (or their designated Affiliates)) a rollover fee in an amount equal to (x) 1.25% of the aggregate principal amount of the Loans under Bridge Facility 1 and (y) 1.50% of the aggregate principal amount of the Loans under Bridge Facility 2, in each case, then outstanding immediately prior to the Conversion Date and payable on the Conversion Date, if and to the extent any Initial Bridge Loans are made and remain outstanding on the Conversion Date (the ***Bridge Conversion Fee***).

5.4 The Bridge Commitment Fee, the Bridge Funding Fee and the Bridge Conversion Fee are collectively referred to herein as the ***Bridge Fees***. In connection with the Bridge Fees, it is agreed and understood that:

(a) the applicable proportion of the Bridge Commitment Fee shall be payable on the applicable Bridge Facility Utilisation Date or Bridge Issuance Date;

(b) the applicable proportion of the Bridge Funding Fee shall be payable on the applicable Bridge Facility Utilisation Date or Bridge Issuance Date;

(c) the Bridge Conversion Fee shall be payable in full on the Bridge Conversion Date; and

(d) the Bridge Fees shall be payable to Bridge Facility Agent (for the account of the Mandated Lead Arrangers (or their designated Affiliates)) based on the Mandated Lead Arrangers pro rata share of the commitments in the Commitment Letter in respect of the applicable Bridge Facility. No Bridge Fees shall be payable if the Acquisition is not consummated.

5.5 If the Interim Closing Date has occurred and any Interim Bridge Fees have been paid in accordance with paragraph 6.1 below, the equivalent Bridge Commitment Fee and the Bridge Funding Fee shall be reduced on a euro for euro or dollar for dollar basis (as applicable) by an amount equal to the relevant Interim Bridge Fees so paid.

6. Interim Fees

6.1 If any Interim Term Facility is utilised and the Interim Closing Date occurs, you agree to pay (or procure that a member of the Group shall pay), subject to the other provisions of this letter, to the Interim Facility Agent (for the account of the Interim Lenders or their designated Affiliates), an aggregate interim facilities fee:

(a) in respect of Interim Facility B1, in euros, in an amount equal to 1.75 per cent. of the aggregate principal amount of Interim Facility B1 Commitments held by the Interim Lenders (or their designated Affiliates) utilised on the date of each utilisation of Interim Facility B1 (each being an ***Interim Facility B1 Utilisation Date***), payable on the applicable Interim Facility B1 Utilisation Date (the ***Interim Facility B1 Fee***);

(b) in respect of Interim Facility B2, in US Dollars, in an amount equal to 2.00 per cent. of the aggregate principal amount of Interim Facility B2 Commitments held by the Interim Lenders (or their designated Affiliates) utilised on the date of each utilisation of Interim Facility B2 (each being an ***Interim Facility B2 Utilisation Date***), payable on the applicable Interim Facility B2 Utilisation Date (the ***Interim Facility B2 Fee***);

(c) in respect of Interim Bridge Facility 1, in euros, in an amount equal to 1.25% of the aggregate principal amount of Interim Bridge Facility 1 Commitments held by the Interim Lenders (or their designated Affiliates) utilised on the date of each utilisation of Interim Bridge Facility 1 (each being an ***Interim Bridge Facility 1 Utilisation Date***), payable on the applicable Interim Bridge Facility 1 Utilisation Date (the ***Interim Bridge Facility 1 Commitment Fee***);

(d) in respect of Interim Bridge Facility 2, in US Dollars, in an amount equal to 1.25% of the aggregate principal amount of Interim Bridge Facility 2 Commitments held by the Interim Lenders (or their designated Affiliates) utilised on the date of each utilisation of Interim Bridge Facility 2 (each being an ***Interim Bridge Facility 2 Utilisation Date***), payable on the applicable Interim Bridge Facility 2 Utilisation Date (the ***Interim Bridge Facility 2 Commitment Fee***);

(e) in respect of Interim Bridge Facility 1, in euros, in an amount equal to 1.25% of the aggregate principal amount of Interim Bridge Facility 1 Commitments held by the Interim Lenders (or their designated Affiliates) utilised on the date of each utilisation of Interim Bridge Facility 1, payable on the applicable Interim Bridge Facility 1 Utilisation Date (the ***Interim Bridge Facility 1 Funding Fee***);

(f) in respect of Interim Bridge Facility 2, in US Dollars, in an amount equal to 1.25% of the aggregate principal amount of Interim Bridge Facility 2 Commitments held by the Interim Lenders (or their designated Affiliates) utilised on the date of each utilisation of

Interim Bridge Facility 2, payable on the applicable Interim Bridge Facility 2 Utilisation Date (the ***Interim Bridge Facility 2 Funding Fee*** and together with the Interim Bridge Facility 1 Commitment Fee, the Interim Bridge Facility 2 Commitment Fee and the Interim Bridge Facility 1 Funding Fee, the ***Interim Bridge Fees***); and

(g) in respect of the Interim Revolving Facility, in GBP, in an amount equal to 1.75 per cent. of the aggregate principal amount of Interim Revolving Facility Commitments held by the Interim Lenders (or their designated Affiliates) on the Interim Closing Date, payable on the Interim Closing Date (the ***Interim Revolving Facility Fee*** and together with the Interim Facility B1 Fee and the Interim Facility B2 Fee (the ***Senior Interim Fees***) and together with the Interim Bridge Fees, the ***Interim Fees***).

6.2 The Interim Facility B1 Fee shall be split between the Interim Lenders (or their Affiliates) pro rata to their (or their Affiliates') respective Commitments under Interim Facility B1 utilised on the applicable Interim Facility B1 Utilisation Date. The Interim Facility B2 Fee shall be split between the Interim Lenders pro rata to their (or their Affiliates') respective Commitments under Interim Facility B2 utilised on the applicable Interim Facility B2 Utilisation Date. The Interim Bridge Facility 1 Commitment Fee shall be split between the Interim Lenders (or their Affiliates) pro rata to their (or their Affiliates') respective Commitments under Interim Bridge Facility 1 utilised on the applicable Interim Bridge Facility 1 Utilisation Date. The Interim Bridge Facility 2 Commitment Fee shall be split between the Interim Lenders pro rata to their (or their Affiliates') respective Commitments under Interim Bridge Facility 2 utilised on the applicable Interim Bridge Facility 2 Utilisation Date. The Interim Bridge Facility 1 Funding Fee shall be split between the Interim Lenders (or their Affiliates) pro rata to their (or their Affiliates') respective Commitments under Interim Bridge Facility 1 utilised on the applicable Interim Bridge Facility 1 Utilisation Date. The Interim Bridge Facility 2 Funding Fee shall be split between the Interim Lenders (or their Affiliates) pro rata to their (or their Affiliates') respective Commitments under Interim Bridge Facility 2 utilised on the applicable Interim Bridge Facility 2 Utilisation Date. The Interim Revolving Facility Arrangement Fee shall be split between the Interim Lenders pro rata to their (or their Affiliates') respective Commitments under the Interim Revolving Facility on the Interim Closing Date.

6.3 The Interim Fees shall be payable on the first date on which the Interim Closing Date has occurred.

6.4 No Interim Fee shall be payable unless the Interim Closing Date has occurred. No Interim Facility B1 Fee shall be payable unless the first utilisation of Interim Facility B1 has occurred. No Interim Facility B2 Fee shall be payable unless the first utilisation of Interim Facility B2 has occurred. No Interim Bridge Facility 1 Commitment Fee shall be payable unless the first utilisation of Interim Bridge Facility 1 has occurred. No Interim Bridge Facility 2 Commitment Fee shall be payable unless the first utilisation of Interim Bridge Facility 2 has occurred. No Interim Facility B1

Fee shall be payable on any amounts of Interim Facility B1 which are not utilised. No Interim Facility B2 Fee shall be payable on any amounts of Interim Facility B2 which are not utilised. No Interim Bridge Facility 1 Commitment Fee or Interim Bridge Facility 1 Funding Fee shall be payable on any amounts of Interim Bridge Facility 1 which are not utilised. No Interim Bridge Facility 2 Commitment Fee or Interim Bridge Facility 2 Funding Fee shall be payable on any amounts of Interim Bridge Facility 2 which are not utilised.

6.5 The Company may authorise the Interim Facility Agent to deduct some or all of the Interim Fees from the proceeds of the first utilisation under the Interim Facilities Agreement.

6.6 For the purposes of this letter ***Interim Closing Date*** means the Initial Closing Date under and as defined in the Interim Facilities Agreement.

7. **Private Credit Compensation Fee**

7.1 If you replace all of the commitments provided by the Credit Parties in respect of the Facilities pursuant to a Private Credit Financing prior to the Syndication Start Date in accordance with paragraph 3.9 of the Commitment Letter, the Company shall pay (or procure that a member of the Group shall pay), subject to the other provisions of this letter, to each Mandated Lead Arranger, a private credit compensation fee (a ***Private Credit Compensation Fee***) in an aggregate amount equal to:

(a) in respect of commitments cancelled pursuant to a Private Credit Financing on or prior to the date falling 60 days after the Rule 2.7 Announcement is made:

(i) in respect of Facility B1, in euros, an amount equal to 0.25% of the Facility B1 commitments so cancelled;

(ii) in respect of Facility B2, in US Dollars, an amount equal to 0.25% of the Facility B2 commitments so cancelled;

(iii) in respect of Bridge Facility 1, in euros, an amount equal to 0.25% of the Bridge Facility 1 commitments so cancelled; and

(iv) in respect of Bridge Facility 2, in US Dollars, an amount equal to 0.25% of the Bridge Facility 2 commitments so cancelled; and

(b) in respect of commitments cancelled pursuant to a Private Credit Financing if any time after the date falling 60 days after the Rule 2.7 Announcement:

(i) in respect of Facility B1, in euros, an amount equal to 50% of the Facility B1 Arrangement Fee that would have been payable on the Senior Facilities Initial Closing Date in respect of such Facility B1 commitments so cancelled;

(ii) in respect of Facility B2, in US Dollars, an amount equal to 50% of the Facility B2 Arrangement Fee that would have been payable on the Senior Facilities Initial Closing Date in respect of such Facility B2 commitments so cancelled;

(iii) in respect of Bridge Facility 1, in euros, an amount equal to 50% of the Bridge Facility 1 Commitment Fee that would have been payable on the Bridge Facility Initial Closing Date in respect of such Bridge Facility 1 commitments so cancelled; and

(iv) in respect of Bridge Facility 2, in US Dollars, an amount equal to 50% of the Bridge Facility 2 Commitment Fee that would have been payable on the Bridge Facility Initial Closing Date in respect of such Bridge Facility 2 commitments so cancelled.

7.2 The applicable Private Credit Compensation Fee shall be split between the Mandated Lead Arrangers (or their designated Affiliates) pro rata to their (or their designated Affiliates') respective Commitments under the applicable Facility on the date of delivery of the applicable PC Notice.

7.3 The applicable Private Credit Compensation Fee shall be payable on the date of first utilisation of the facilities established pursuant to such Private Credit Financing.

7.4 No Private Credit Compensation Fee shall be payable in respect of commitments under the Facilities that are cancelled for any reason other than the implementation of a Private Credit Financing.

8. Market Flex

8.1 For the purposes of this letter:

Instructing Arrangers means:

(a) in connection with the exercise of any Market Flex under paragraph 8.2(a)(i) below, Mandated Lead Arrangers who, together with their Affiliates, hold more than 50 per cent. of the aggregate Facility B1 Commitments;

(b) in connection with the exercise of any Market Flex under paragraph 8.2(a)(ii) below, Mandated Lead Arrangers who, together with their Affiliates, hold more than 50 per cent. of the aggregate Facility B2 Commitments;

(c) in connection with the exercise of any Market Flex under paragraph 8.2(a)(iii) below, Mandated Lead Arrangers who, together with their Affiliates, hold more than 50 per cent. of the aggregate the Delayed Draw Term Facility 1 Commitments;

(d) in connection with the exercise of any Market Flex under paragraph 8.2(a)(iv) below, Mandated Lead Arrangers who, together with their

Affiliates, hold more than 50 per cent. of the aggregate the Delayed Draw Term Facility 2 Commitments; and

(e) in connection with the exercise of any Market Flex (other than under paragraphs 8.2(a)(i), 8.2(a)(ii), 8.2(a)(iii) or 8.2(a)(iv) below), Mandated Lead Arrangers who, together with their Arranger Affiliates, hold more than 50 per cent. of the aggregate Senior Term Facility Commitments.

Successful Syndication means:

(a) in respect of Facility B1, the date of communication by the Mandated Lead Arrangers to potential Lenders of an allocation of the commitments under Facility B1 reflecting a reduction of the aggregate commitments of the Underwriters and their lending affiliates (other than Asset Management Affiliates) under Facility B1 to not more than an amount equal to 15 per cent of the total of the commitments under Facility B1 on or before the end of the Syndication Period (such amount being the ***Facility B1 Hold Amount***) and references in this letter to a Successful Syndication in the context of Facility B1 shall mean the date determined in accordance with this paragraph (a) and is also referred to herein as the ***Successful Facility B1 Syndication***;

(b) in respect of Facility B2, the date of communication by the Mandated Lead Arrangers to potential Lenders of an allocation of the commitments under Facility B2 reflecting a reduction of the aggregate commitments of the Underwriters and their lending affiliates (other than Asset Management Affiliates) under Facility B2 to not more than an amount equal to 0 per cent of the total of the commitments under Facility B2 on or before the end of the Syndication Period (such amount being the ***Facility B2 Hold Amount***) and references in this letter to a Successful Syndication in the context of Facility B2 shall mean the date determined in accordance with this paragraph (b) and is also referred to herein as the ***Successful Facility B2 Syndication***;

(c) in respect of Delayed Draw Term Facility 1, the date of communication by the Mandated Lead Arrangers to potential Lenders of an allocation of the commitments under the Delayed Draw Term Facility 1 reflecting a reduction of the aggregate commitments of the Underwriters and their lending affiliates (other than Asset Management Affiliates) under the Delayed Draw Term Facility 1 to not more than an amount equal to 15 per cent of the total of the commitments under the Delayed Draw Term Facility 1 on or before the end of the Syndication Period (such amount being the ***DDTL1 Hold Amount***) and references in this letter to a Successful Syndication in the context of the Delayed Draw Term Facility 1 shall mean the date determined in accordance with this paragraph (d) and is also referred to herein as the ***Successful DDTL1 Syndication***; and

(d) in respect of the Delayed Draw Term Facility 2, the date of communication by the Mandated Lead Arrangers to potential Lenders of an allocation of the commitments under the Delayed Draw Term Facility 2 reflecting a reduction of the aggregate commitments of the Underwriters and their lending affiliates (other than Asset Management Affiliates) under the Delayed Draw Term Facility 2 to not more than an amount equal to 0 per cent of the total of the commitments under the Delayed Draw Term Facility 2 on or before the end of the Syndication Period (such amount being the ***DDTL2 Hold Amount***) and references in this letter to a Successful Syndication in the context of the Delayed Draw Term Facility 2 shall mean the date determined in accordance with this paragraph (d) and is also referred to herein as the ***Successful DDTL2 Syndication***.

Syndication means the syndication of the commitments of the Underwriters with respect to the Senior Term Facilities in accordance with the terms of the Commitment Letter.

8.2 Subject to the following paragraphs, during the Syndication Period, if Successful Syndication has not been achieved, the Instructing Arrangers may (after consultation in good faith with the Company) in respect of the Syndication of the Senior Term Facilities (***Market Flex***):

(a) increase the opening Margin:

(i) with respect to Facility B1, provided that the increase in the weighted average cost of capital with respect to Facility B1 in aggregate does not exceed an aggregate amount of [redacted] basis points per annum or, if Successful Facility B1 Syndication is not achieved on or prior to 16 November 2026, [redacted] basis points per annum (such change, the ***Facility B1 Pricing Flex***). Up to [redacted] basis points of the increased interest Margin pursuant to Facility B1 Pricing Flex may, at the election of the Instructing Arrangers, take the form of original issue discount or upfront fees (such change, the ***Facility B1 OID Flex***) with such original issue discount or upfront fees being equated to such interest Margin based on an assumed three-year average life and without any present value discount, provided that:

(A) the Facility B1 OID Flex will in good faith be offered to New Syndicate Lenders as consideration for (and pro rata to) the Facility B1 Commitments being offered for sale or participation; and

(B) Facility B1 OID Flex will only be payable to the extent the equivalent Facility B1 OID Fee is payable in accordance with the terms of this letter; and/or

(ii) with respect to Facility B2 provided that the increase in the weighted average cost of capital with respect to Facility B2 in aggregate does not exceed an aggregate amount of [redacted] basis points per annum or, if Successful Facility B2 Syndication is not achieved on or prior to 16 November 2026, [redacted] basis points per annum (such change, the ***Facility B2 Pricing Flex***). Up to [redacted] basis points of the increased interest Margin pursuant to Facility B2 Pricing Flex may, at the election of the Instructing Arrangers, take the form of original issue discount or upfront fees (such change, the ***Facility B2 OID Flex***) with such original issue discount or upfront fees being equated to such interest Margin based on an assumed four-year average life and without any present value discount, provided that:

(A) the Facility B2 OID Flex will in good faith be offered to New Syndicate Lenders as consideration for (and pro rata to) the Facility B2 Commitments being offered for sale or participation; and

(B) Facility B2 OID Flex will only be payable to the extent the equivalent Facility B2 OID Fee is payable in accordance with the terms of this letter; and/or

(iii) with respect to Delayed Draw Term Facility 1 provided that the increase in the weighted average cost of capital with respect to the Delayed Draw Term Facility 1 in aggregate does not exceed an aggregate amount of [redacted] basis points per annum or, if Successful DDTL1 Syndication is not achieved on or prior to 16 November 2026, [redacted] basis points per annum (such change, the ***DDTL1 Pricing Flex***). Up to [redacted] basis points of the increased interest Margin pursuant to the DDTL1 Pricing Flex may, at the election of the Instructing Arrangers, take the form of original issue discount or upfront fees (such change, the ***DDTL1 OID Flex***) with such original issue discount or upfront fees being equated to such interest Margin based on an assumed three-year average life and without any present value discount, provided that:

(A) the DDTL1 OID Flex will in good faith be offered to New Syndicate Lenders as consideration for (and pro rata to) the DDTL Commitments being offered for sale or participation; and

(B) the DDTL1 OID Flex will only be payable to the extent the equivalent the DDTL1 OID Fee is payable in accordance with the terms of this letter; and/or

(iv) with respect to the Delayed Draw Term Facility 2 provided that the increase in the weighted average cost of capital with respect to the Delayed Draw Term Facility 2 in aggregate does not exceed an aggregate amount of [redacted] basis points per annum or, if Successful DDTL2 Syndication is not achieved on or prior to 16 November 2026, [redacted] basis points per annum (such change, the ***DDTL2 Pricing Flex*** and, together with Facility B1 Pricing Flex, Facility B2 Pricing Flex and DDTL1 Pricing Flex, ***Pricing Flex***). Up to [redacted] basis points of the increased interest Margin pursuant to the DDTL2 Pricing Flex may, at the election of the Instructing Arrangers, take the form of original issue discount or upfront fees (such change, the ***DDTL2 OID Flex*** and, together with Facility B1 OID Flex, Facility B2 OID Flex and DDTL1 OID Flex, ***OID Flex***) with such original issue discount or upfront fees being equated to such interest Margin based on an assumed three-year average life and without any present value discount, provided that:

(A) the DDTL2 OID Flex will in good faith be offered to New Syndicate Lenders as consideration for (and pro rata to) the DDTL Commitments being offered for sale or participation; and

(B) the DDTL2 OID Flex will only be payable to the extent the equivalent the DDTL2 OID Fee is payable in accordance with the terms of this letter; and/or

(b) introduce a prepayment fee in respect of Facility B if a Repricing Transaction occurs at any time during the period from (but excluding) the Senior Facilities Initial Closing Date to the date that is six Months after the Senior Facilities Initial Closing Date, in an aggregate amount equal to 1.00 per cent. of each Lender's participation in the Facility B Loans which are subject to such Repricing Transaction. ***Repricing Transaction*** shall mean the prepayment, refinancing, substitution or replacement of all or any part of Facility B with a new term loan facility that is broadly syndicated and in the same currency as the relevant Facility B to the extent that (i) such new term loan facility has a lower Effective Yield than the Facility B loan being repaid (excluding (A) financings incurred in connection with an initial public offering, change of control, acquisition, disposal or similar investment and (B) the effect of (I) any amendment, consent, arrangement, structuring, commitment, underwriting, placement, advisory, success, ticking, undrawn commitment and other similar fees (regardless of whether any of the foregoing fees are paid to or shared with in whole or in part any or all of the lenders, any fees not payable in the primary syndication of such term loan facility and any other fees not payable generally to all lenders rateably; and (II) any fluctuations in EURIBOR, Term SOFR or any other applicable base rate; and (ii) the primary purpose of such new term loan facility is to reduce the Yield applicable to the Facility B Loans being prepaid, refinanced, substituted or replaced as of the date of such prepayment, refinancing or replacement (as determined in good faith by the Company), including, without limitation, as may be effected through any amendment to the Senior Facilities Agreement relating to the interest rate for, or Yield of, such Facility B Loans; and/or

(c) introduce one or more of the following protections in connection with the establishment of Incremental Facilities under the Senior Facilities Agreement:

(i) either (x) the weighted average margin applicable to all MFN Facilities shall not exceed the MFN Margin Cap; (y) the Margin in respect of any Facility B Commitments in the same currency as such MFN Facility shall be increased by an amount by which *pro forma* for the incurrence of such MFN Facility, the weighted average margin applicable to all MFN Facilities would not exceed the MFN Margin Cap; or (z) any Facility B Commitments in the same currency as the relevant MFN Facility will be repaid or prepaid in full on or prior to the date falling five (5) Business Days after the utilisation of such MFN Facility, where ***MFN Margin Cap*** shall mean a percentage per annum equal to the aggregate of 1.00 per cent. per annum plus the highest actual or potential Margin for Facility B under the Senior Facilities Agreement as at the Senior Facilities Initial Closing Date, or, at the Company's election, the Applicable Test Date provided that any interest rate floor shall on the date of determination be equated to interest margin for the purposes of determining the Margin in respect of Facility B; and/or

(ii) the maturity date of an Incremental Facility which is Controlled Debt (other than Bridging Debt) may not fall earlier than the initial maturity date for Facility B unless the Facility B Lenders are offered the opportunity to amend the Termination Date for Facility B to fall on or prior to the final maturity date of such Incremental Facility or Facility B is repaid/prepaid in full within five business days of utilisation of such Incremental Facility, subject to an inside maturity basket of 100% of Consolidated EBITDA; and/or

(iii) if any Incremental Term Facility is Controlled Debt (other than Bridging Debt) and is repayable in installments, either (x) such Incremental Term Facility does not amortise prior to the Termination Date for Facility B in an amount greater than 5 per cent. per annum of the original principal amount of such Incremental Term Facility; (y) the Facility B Lenders are offered a percentage amortisation of not less than the percentage by which the amount of amortisation applicable to each Incremental Term Facility exceeds 5 per cent. per annum of the original principal amount of such Incremental Term Facility or (z) Facility B is repaid/prepaid in full within five business days of utilisation of such Incremental Term Facility, subject to an amortisation basket of 100% of Consolidated EBITDA; and/or

(d) extend the three Month margin ratchet holiday in respect of Facility B and the Delayed Draw Term Facility set out under 'Margin Ratchet' in Part 6 (*Fees and Pricing*) of the Senior Term Sheet from three months to six months after the Senior Facilities Initial Closing Date; and/or

(e) remove the high-water marking of the Numerical Permission components of all baskets described in 'General' in Part 13 (*Summary of baskets and other key terms*) of the Senior Term Sheet; and/or

(f) remove the ability to effect a Change of Control if the conditions for a Permitted Change of Control as described in 'Mandatory Prepayment' under Part 7 (*Prepayment and cancellation events*) of the Senior Term Sheet has occurred; and/or

(g) amend the 'Available RP Capacity Amount' described in Part 13 (*Summary of baskets and other key terms*) of the Senior Term Sheet to 100 per cent. of the available restricted payments capacity; and/or

(h) amend the 'Contribution Debt Basket' described in Part 13 (*Summary of baskets and other key terms*) of the Senior Term Sheet to 100 per cent. and/or

(i) amend the 'Leverage-based RP Basket' described in Part 13 (*Summary of baskets and other key terms*) of the Senior Term Sheet to:

    (i) Unlimited if Consolidated First Lien Net Leverage ≤[*0.50x below Opening FLNL*].

    (ii) If Consolidated First Lien Net Leverage >[0.50x below *Opening FLNL*] but ≤ [*Opening FLNL*], unlimited provided that 50% is funded from the Available Amount.

    (iii) If Consolidated First Lien Net Leverage >[*Opening FLNL*], unlimited provided that 100% is funded from the Available Amount; and/or

(j) amend the 'General Restricted Payment basket' described in Part 13 (*Summary of baskets and other key terms*) of the Senior Term Sheet to 50% of Consolidated EBITDA over the life of the Facilities; and/or

(k) amend the leverage based permissions described in 'Payment of interest on Holding Company debt / Subordinated Indebtedness Basket' in Part 13 (*Summary of baskets and other key terms*) of the Senior Term Sheet to be set 0.25x wider than the leverage based RP baskets (as adjusted for any Market Flex); and/or

(l) amend the 'Leverage-based Investments Basket' described in Part 13 (*Summary of baskets and other key terms*) of the Senior Term Sheet to reduce the unlimited basket to [*Opening FLNL* +0.25x] or no deterioration and to remove the reference to the Fixed Charge Coverage Ratio in paragraph (b); and/or

(m) amend the calculation of Consolidated EBITDA described in Part 9 (*Financial Covenants and definitions*) of the Senior Term Sheet such that there is a cap on pro forma adjustments for forward looking, unrealised adjustments for cost savings, expense reductions and synergies related to acquisitions at an aggregate cap of 30 per cent of Consolidated EBITDA and/or a look-forward time limit for such adjustments of 36 months from the later of the date of the consummation of such transaction or date of calculation (but, in each case, otherwise consistent with the Senior Term Sheet and, for the avoidance of doubt, such caps would therefore not apply to any adjustments in connection with the Acquisition and any run-rate adjustments referred to therein); and/or

(n) amend the 'Reclassification' flexibility described in Part 13 Measurement and Compliance (*Summary of baskets and other key Items*) of the Senior Term Sheet such that the relevant Restricted Payment / Permitted Investment capacity is reduced by 100%, rather than 50%,

in each case subject to the following restrictions:

(i) based on feedback from such New Syndicate Lenders approached by the Mandated Lead Arrangers in accordance with the Agreed Syndication Strategy (a summary of which shall be provided to EQT and the Company (the ***Reponses***)), the Instructing Arrangers determine (acting reasonably and in good faith) and confirm to the Company in writing, that (1) based on the Responses, the Mandated Lead Arrangers cannot at such time achieve a Successful Facility B1 Syndication (in the case of proposed amendments to the terms of Facility B1) on the original terms applicable to Facility B1, a Successful Facility B2 Syndication on the original terms applicable to Facility B2 (in the case of proposed amendments to the terms of Facility B2), a Successful DDTL1 Syndication (in the case of proposed amendments to the terms of Delayed Draw Term Facility 1) on the original terms applicable to the Delayed Draw Term Facility 1 or a Successful DDTL2 Syndication (in the case of proposed amendments to the terms of the Delayed Draw Term Facility 2) on the original terms applicable to the Delayed Draw Term Facility 2; (2) such Market Flex changes are necessary to enhance the prospects of a Successful Facility B1 Syndication, Successful Facility B2 Syndication, Successful DDTL1 Syndication or Successful DDTL2 Syndication (as applicable) in accordance with the applicable Agreed Syndication Strategy (and the Mandated Lead Arrangers shall provide details of the additional amount (if any) of the relevant Facility commitments which the Instructing Arrangers reasonably believe could be distributed as part of the Syndication following the exercise of such Market Flex); and (3) by reference to the Responses, as a result of such Market Flex changes, the Instructing Arrangers reasonably expect to be able to syndicate an increased amount of Facility B1, Facility B2, the Delayed Draw Term Facility 1 or the Delayed Draw Term Facility 2 (as applicable) to New Syndicate Members (but for the avoidance of doubt, whether or not Successful Facility B1 Syndication, Successful Facility B2 Syndication, Successful DDTL1 Syndication or Successful DDTL2 Syndication (as applicable) or such syndication of an increased amount of Facility B1, Facility B2, the Delayed Draw Term Facility 1 or the Delayed Draw Term Facility 2 (as applicable), can actually be achieved);

(ii) the Instructing Arrangers may only exercise any flex right in respect of Facility B1, Facility B2, the Delayed Draw Term Facility 1 or the Delayed Draw Term Facility 2 (as applicable) during the applicable Syndication Period, but may do so on any number of occasions;

(iii) for the avoidance of doubt, the Instructing Arrangers may exercise any flex right during the Syndication Period in respect of:

(A) Facility B1 independently of any flex right exercised in respect of Facility B2, the Delayed Draw Term Facility 1 or the Delayed Draw Term Facility 2;

(B) Facility B2 independently of any flex right exercised in respect of Facility B1, the Delayed Draw Term Facility 1 or the Delayed Draw Term Facility 2;

(C) the Delayed Draw Term Facility 1 independently of any flex right exercised in respect of Facility B1, Facility B2 or the Delayed Draw Term Facility 2; and

(D) the Delayed Draw Term Facility 2 independently of any flex right exercised in respect of Facility B1, Facility B2 or the Delayed Draw Term Facility 1,

in each case, provided that the requisite Instructing Arrangers are entitled to so exercise the relevant flex right under the terms hereof;

(iv) the Instructing Arrangers may not exercise:

(A) Facility B1 Pricing Flex and/or the Facility B1 OID Flex to assist a Successful Facility B2 Syndication, Successful DDTL1 Syndication or Successful DDTL2 Syndication;

(B) Facility B2 Pricing Flex and/or the Facility B2 OID Flex to assist a Successful Facility B1 Syndication, Successful DDTL1 Syndication or Successful DDTL2 Syndication;

(C) DDTL1 Pricing Flex and/or the DDTL1 OID Flex to assist a Successful Facility B1 Syndication, Successful Facility B2 Syndication or Successful DDTL2 Syndication; or

(D) DDTL2 Pricing Flex and/or the DDTL2 OID Flex to assist a Successful Facility B1 Syndication, Successful Facility B2 Syndication or Successful DDTL1 Syndication;

(v) the Instructing Arrangers may only exercise the Facility B1 Pricing Flex and/or the Facility B1 OID Flex if, prior to invoking any such changes, they have first offered to pay away to New Syndicate Lenders (upon the later of (x) their accession to the Finance Documents and (y) payment of the relevant original issue discount or upfront fee to the Senior Facilities Agent) a fee of not less than the aggregate of the entire amount of the Original Facility B1 OID Fee assuming that Facility B1 shall be drawn in full (or if Syndication occurs after the Senior Facilities Initial Closing Date using the amount of Facility B1 actually drawn on the Senior Facilities Initial Closing Date) other than in respect of that part of the Facility B1 Hold Amount not allocated to New Syndicate Lenders at such time (the ***Facility B1 Pay-Away Fee***) and Successful Facility B1 Syndication has not been achieved. For the avoidance of doubt, in all cases, the entire Facility B1 Pay-Away Fee on the amount of Facility B1 which is syndicated prior to the end of the Syndication Period must actually be paid by the Mandated Lead Arrangers whether before or after flexing under this paragraph;

(vi) the Instructing Arrangers may only exercise the Facility B2 Pricing Flex and/or the Facility B2 OID Flex if, prior to invoking any such changes, they have first offered to pay away to New Syndicate Members (upon the later of (x) their accession to the Finance Documents and (y) payment of the relevant original issue discount or upfront fee to the Senior Facilities Agent) a fee of not less than the aggregate of the entire amount of the Original Facility B2 OID Fee assuming that Facility B2 shall be drawn in full (or if Syndication occurs after the Senior Facilities Initial Closing Date using the amount of Facility B2 actually drawn on the Senior Facilities Initial Closing Date) other than in respect of that part of the Facility B2 Hold Amount not allocated to New Syndicate Lenders at such time (the ***Facility B2 Pay-Away Fee***) and Successful Facility B2 Syndication has not been achieved. For the avoidance of doubt, in all cases, the entire Facility B2 Pay-Away Fee on the amount of Facility B2 which is syndicated prior to the end of the Syndication Period must actually be paid by the Mandated Lead Arrangers whether before or after flexing under this paragraph;

(vii) the Instructing Arrangers may only exercise the DDTL1 Pricing Flex and/or the DDTL1 OID Flex if, prior to invoking any such changes, they have first offered to pay away to New Syndicate Members (upon the later of (x) their accession to the Finance Documents and (y) payment of the relevant original issue discount or upfront fee to the Senior Facilities Agent) a fee of not less than the aggregate of the entire amount of the Original DDTL1 OID Fee assuming that the Delayed Draw Term Facility 1 shall be drawn in full other than in respect of that part of the DDTL1 Hold Amount not allocated to New Syndicate Lenders at such time (the ***DDTL1 Pay-Away Fee***) and Successful DDTL1 Syndication has not been achieved. For the avoidance of doubt, in all cases, the entire DDTL1 Pay-Away Fee on the amount of the Delayed Draw Term Facility 1 which is syndicated prior to the end of the Syndication Period must actually be paid by the Mandated Lead Arrangers whether before or after flexing under this paragraph;

(viii) the Instructing Arrangers may only exercise the DDTL2 Pricing Flex and/or the DDTL2 OID Flex if, prior to invoking any such changes, they have first offered to pay away to New Syndicate Members (upon the later of (x) their accession to the Finance Documents and (y) payment of the relevant original issue discount or upfront fee to the Senior Facilities Agent) a fee of not less than the aggregate of the entire amount of the Original DDTL2 OID Fee assuming that the Delayed Draw Term Facility 2 shall be drawn in full other than in respect of that part of the DDTL2 Hold Amount not allocated to New Syndicate Lenders at such time (the ***DDTL2 Pay-Away Fee***) and Successful DDTL2 Syndication has not been achieved. For the avoidance of doubt, in all cases, the entire DDTL2 Pay-Away Fee on the amount of the Delayed Draw Term Facility 2 which is syndicated prior to the end of the Syndication Period must actually be paid by the Mandated Lead Arrangers whether before or after flexing under this paragraph;

(ix) the exercise of any Pricing Flex and/or OID Flex shall be conditional upon the amendment of any financial covenant or ratio level in the Senior Facilities Agreement (as set out in the Senior Term Sheet, including after the exercise of any Market Flex) so that the headroom therein is preserved having regard to the higher borrowing costs and net debt resulting from the operation of a Pricing Flex and/or OID Flex (including, for the avoidance of doubt, for the first 12 months after the Senior

Facilities Initial Closing Date, any Facility B1, Facility B2, Initial Revolving Facility, the Delayed Draw Term Facility 1 or the Delayed Draw Term Facility 2 borrowings used to fund any OID Flex), provided that such amendments shall be calculated:

(A) by reference to a new version of the Base Case Model (to be agreed between the Company and the Mandated Lead Arrangers in form and substance satisfactory to them), provided that each such party has acted in good faith and used all reasonable endeavours to agree a new version of the Base Case Model as soon as reasonably practicable following a request from the Mandated Lead Arrangers or the Company (or on its behalf) and in any event within five Business Days of such written request) to include any higher borrowings and borrowing costs resulting from the operation of the Market Flex (and all consequential changes from such increased costs) but which is otherwise prepared on the same assumptions as the existing Base Case Model; and

(B) by adopting the methodology as applied in setting any original financial covenant or ratio levels for the purpose of the Senior Facilities Agreement,

in each case together with any necessary consequential changes to the definitions in the Senior Facilities Agreement;

(x) any OID Flex shall be permitted to be funded from drawings under Facility B, the Delayed Draw Term Facility and/or the Initial Revolving Facility and Facility B, the Delayed Draw Term Facility and the Initial Revolving Facility must be actually available to fund such amount, including on a "certain funds" basis if the drawing is requested during the relevant "certain funds" period;

(xi) if the Margin with respect to Facility B1, Facility B2, the Delayed Draw Term Facility 1 or the Delayed Draw Term Facility 2 is increased as a result of the application of an applicable Pricing Flex, the Margin levels as set out in the applicable Margin Ratchet shall be adjusted accordingly as a result of the relevant Pricing Flex being exercised (but the ratio levels shall not be adjusted); and

(xii) you may elect to fund all or part of an OID Flex by increasing the aggregate principal amount of Facility B1, Facility B2, the Delayed Draw Term Facility 1 or the Delayed Draw Term Facility 2 (as applicable) commitments in an amount equal to the aggregate OID Flex on the relevant Facility elected to be paid pursuant in this manner, and the Underwriters agree to underwrite and provide any such increase (on a pro rata basis to their original Facility B1, Facility B2, the Delayed Draw Term Facility 1 or the Delayed Draw Term Facility 2 commitments (as applicable)) on an original issue discount and fee free basis), any exercise of the OID Flex shall be conditional upon such increase having taken effect and no such additional amount shall be included for the purpose of calculating the Minimum Equity Investment condition under the Senior Facilities Agreement.

8.3 Subject to the satisfaction of the conditions and terms of this letter, amounts payable in connection with Facility B1 OID Flex, Facility B2 OID Flex, DDTL1 OID Flex and/or DDTL2 OID Flex (as applicable) shall be paid on the applicable Senior Term Facility Commitments at the same times as payments of Original OID Fees on the applicable Commitments as provided for in this letter, provided that if the Senior Facilities Initial Closing Date has occurred and any Original OID Fees have been paid prior to the date of satisfaction of the conditions and terms applicable to Market Flex on any drawn amounts of the Senior Term Facilities, amounts payable in connection with Facility B1 OID Flex, Facility B2 OID Flex, DDTL1 OID Flex and/or DDTL2 OID Flex (as applicable) on the applicable Commitments relating to such drawn amounts shall be payable on such amounts (including on any amounts transferred to New Syndicate Lenders) on the date falling five Business Days after each Mandated Lead Arranger has notified the Company that amounts payable in connection with Facility B1 OID Flex, Facility B2 OID Flex, DDTL1 OID Flex and/or DDTL2 OID Flex (as applicable) are payable.

8.4 The Credit Parties and the Company shall enter into amendment documentation to reflect the changes referred to in paragraph 8.2 above as soon as reasonably practicable.

8.5 There are no market flex rights other than as set out above.

9. **Reverse Flex**

In the event of a material over-subscription of any of the Senior Term Facilities (or any tranche thereof), there will be a reduction in the margin of any such over-subscribed Facility to such levels which would (in the reasonable opinion of the Mandated Lead Arrangers) still enable Successful Syndication to occur, effective from the start of the next interest period (with no obligation to rebate past interest payments) applicable to such Facility.

10. **Securities Demand**

10.1 In this letter:

(a) (x) ***USD Bridge Total Cap*** means [redacted] basis points per annum, (which shall be increased by an additional [redacted] basis points per annum on or after 16 November 2026) with respect to US Dollar-denominated Demand Securities and (y) ***EUR Bridge Total Cap*** means [redacted] basis points per annum (which shall be increased by an additional [redacted] basis points per annum on or after 16 November 2026) per annum with respect to euro-denominated Demand Securities (and each a ***Bridge Total Cap***); and

(b) ***Majority Bridge Arrangers*** means Mandated Lead Arrangers who, together with their Affiliates, hold more than fifty (50) per cent. of the aggregate Bridge Facility Commitments.

10.2 You agree that, if the Majority Bridge Arrangers, make a proposal (a ***Securities Demand***) to you requesting the bona fide issuance of senior secured fixed-rate debt securities (the ***Demand Securities***) on the terms and conditions provided herein, you will accept such proposal and issue such Demand Securities (an ***Offering***); provided that such proposal (a) may not be made more than three times, (b) may not be made before the date that is 45 days subsequent to the Senior Facilities Initial Closing Date and (c) may not be made after the date that is the earlier of 5 days prior to the first anniversary of the Senior Facilities Initial Closing Date and the date that the Initial Bridge Loans are repaid in full. Any Demand Securities shall be issued only after you have participated in or been given a reasonable opportunity by the underwriters of the Offering of the Demand Securities to participate in a customary "roadshow" (of no less than five Business Days or such other period as agreed between you and the underwriters of the Demand Securities) (as determined by the underwriters of the Demand Securities, acting together, in consultation with you (where such consultation shall be for a minimum of five Business Days)) and after you have drafted, or have been given a reasonable opportunity to draft, a customary preliminary offering memorandum relating to the Demand Securities prepared in accordance with the provisions of paragraphs 10.5 (the ***Offering Document***); provided that in the event a "roadshow" cannot be conducted due to your failure to provide a suitable Offering Document or customary cooperation at reasonable times in accordance with paragraph 10.5 after prior written notice that such cooperation is required, such roadshow will not be required; provided further that you shall not be required to prepare an offering memorandum that is compliant with Regulation (EU) 2017/1129 (as amended) or the UK Public Offers and Admissions to Trading Regulations 2024 (POATRs) or to register the Demand Securities with the US Securities Exchange Commission or other regulated exchange.

10.3 It is understood and agreed that:

(a) for a Securities Demand to be valid, a majority in aggregate principal amount of the Demand Securities must be sold or immediately resold to bona fide investors that are not the Underwriters and their affiliates (it being understood that Asset Management Affiliates shall be deemed to be bona fide third party investors) (such investors, ***Third Party Investors***); provided that the Majority Bridge Arrangers shall use commercially reasonable efforts to sell all of the Demand Securities to Third Party Investors; provided, further that if you fail to provide a suitable Offering Document in accordance with paragraph 10.5 or customary cooperation at reasonable times in accordance with paragraph 10.5 after prior written notice that such cooperation is required, the requirement that a majority in aggregate principal amount of the Demand Securities must be sold or immediately resold to Third Party Investors shall not apply;

(b) the Majority Bridge Arrangers may not deliver a Securities Demand for less than 20% of the initial aggregate original principal amount of Initial Bridge Loans, plus any accrued and unpaid interest outstanding thereon;

(c) such securities shall (x) be denominated in euros and bear a fixed rate of interest to the extent refinancing Bridge Facility 1 Loans and (y) be denominated in U.S. Dollars and bear a fixed rate of interest to the extent refinancing Bridge Facility 2 Loans;

(d) the security and guarantee structure with respect to the Demand Securities will be consistent with that provided under the Bridge Facility Agreement in effect at the time of such request subject to and in accordance with the Security Principles;

(e) the Demand Securities will be issued at issue prices of no less than [redacted] of such Demand Securities (excluding any discount at which the Mandated Lead Arrangers (solely for their own account) sell to third parties);

(f) the interest rate of the Demand Securities will be reasonably determined in light of prevailing market conditions for comparable high-yield debt securities, but in no event will the weighted average total effective yield per annum (with original issue discount being equated as yield to margin based on an assumed (x) three-year average life with respect to the euro-denominated Demand Securities and (y) four-year average life with respect to the US Dollar-denominated Demand Securities) be higher than that which the Majority Bridge Arrangers reasonably determine in consultation with you is necessary to enable such securities to be sold, but in any event, no higher than would result in a weighted average effective total yield per annum at a fixed rate of interest paid by the issuer thereof in respect of the Demand Securities exceeding the applicable Bridge Total Cap (with yields included in such calculations being determined using a methodology reasonably satisfactory to the Majority Bridge Arrangers and you and excluding any discount at which the Arrangers (solely for their own account) sell to third parties));

(g) the maturities of the Demand Securities will be no earlier than the Bridge Extended Maturity Date;

(h) any Demand Securities shall be optionally redeemable by the issuer thereof at par plus accrued interest (if any) in respect of Demand Securities held by the Mandated Lead Arrangers or their affiliates (other than Asset Management Affiliates) and upon the occurrence of certain customary specified changes relating to the tax laws; and shall have optional redemption provisions , in each case, no less favourable to the applicable issuer than the terms that would apply to the Exchange Notes;

(i) such Demand Securities will contain such terms, covenants and events of default as are customary for similar financings as reasonably determined by the underwriters of the Demand Securities (acting together) in consultation with you and, in any event, consistent with the Notes Documentation Principles (as defined in the Bridge Term Sheet) and no less favorable to you than (and with a ranking corresponding to) the Extended Bridge Loans and the Exchange Notes and in any case consistent with Appendix B (the *Bridge Term Sheet*) of the Commitment Letter, as applicable and in no event shall such Demand Securities include financial maintenance or capital expenditure covenants or any other additional affirmative covenants;

(j) any such Offering will be issued through a Rule 144A or Regulation S (each as defined in the Engagement Letter) offering or placement or a private placement without registration rights and there will be no requirement for such securities to be listed on a regulated market (as defined by European Union Directive 2004/39/EC (and amendments thereto)); and

(k) the terms of any Demand Securities shall not violate the agreements governing any of the Senior Facilities and the Bridge Facilities (in each case, incurred under the customary debt basket for debt in existence on the issue date) and the Intercreditor Agreement.

10.4 Any Demand Securities issued to the Mandated Lead Arrangers or affiliates thereof (other than Asset Management Affiliates and other than Demand Securities purchased in bona fide open market transactions from third parties or in market making activities) shall (i) be prepayable and/or subject to redemption at the issue price plus accrued interest (if any), and (ii) be subject to an offer to purchase upon a change of control event at a price equal to 100% of the principal amount thereof, for so long as such Demand Securities are held by such Underwriter or its affiliates. The redemption provisions of the Demand Securities will provide, if applicable, for non-ratable voluntary redemptions of Demand Securities held by the Credit Parties and their affiliates (other than Asset Management Affiliates and other than Demand Securities purchased in bona fide open market transactions from third parties or in market making activities) at such prices for so long as such Demand Securities are held by them; provided that, for the avoidance of doubt, although such voluntary redemptions may be non-ratable with respect to third parties (other than redemptions conducted pursuant to any covenant limiting asset sales under the Demand Securities, which redemptions shall be pro rata), such voluntary redemptions shall be pro rata among the Credit Parties and their affiliates.

10.5 Notwithstanding any other provision herein, the Majority Bridge Arrangers may not deliver a Securities Demand requiring the Company to undertake an Offering of Demand Securities in accordance with Rule 144A on a date falling during a Blackout Period. A ***Blackout Period*** shall be each period that starts on the date that is 135 days plus three Business Days after the date of the most recent audited or reviewed balance sheet date of the applicable reporting entity (***Reporting Entity***) for purposes of any financial statements to be included in an offering memorandum and ends on the earlier of (A) the date on which the audited or reviewed (as applicable) balance sheet of the relevant Reporting Entity for the next succeeding annual or interim (as applicable) period becomes available and (B) 120 calendar days from the end of the next succeeding annual or 90 days from the end of the next succeeding interim period (as applicable).

10.6 Following the issuance of a Securities Demand Notice, you agree (i) to use commercially reasonable efforts to make senior management of the Company available at mutually agreeable times and locations to participate in a customary roadshow with respect to the Demand Securities and (ii) to use commercially reasonable efforts to deliver to the underwriters of the Demand Securities the Offering Document. The Offering Document will be in customary form for preliminary offering memoranda used in Rule 144A or Regulation S offerings, contain all information customarily included in such a document and provided by an issuer of securities, including such financial information as would be necessary for the Investment Banks to receive customary (for high yield debt securities) comfort (including "negative assurance" comfort) from independent accountants in connection with the Offering of the Demand Securities. You shall use commercially reasonable efforts to obtain ratings from two rating agencies and to list such securities, in each case if requested by the Majority Bridge Arrangers. Failure to comply with this cooperation provision shall not constitute a default or an event of default under the Bridge Facility Agreement.

10.7 Notwithstanding anything to the contrary set forth in this letter or in the Commitment Letter, in the event that any Demand Securities are issued at less than par pursuant to paragraph 10.3(e) above, the issuer of such Demand Securities shall be entitled to issue additional Demand Securities (or, if applicable, require an increase in the total aggregate principal amount of the Bridge Facility, any Extended Term Loans and/or Exchange Notes, as applicable) in an amount equal to such discount (the ***OID Gross-Up***); provided that (i) no fees under this Fee Letter or the Engagement Letter shall be payable in respect of any amount corresponding to an OID Gross-Up and (ii) any amount corresponding to an OID Gross-Up shall be disregarded for the purposes of calculating any minimum equity contribution requirement under the Commitment Letter or any Finance Document.

10.8 Each Mandated Lead Arranger (together with its Underwriter affiliates) acknowledges and agrees that, to the extent such Mandated Lead Arranger (each such Arranger (together with its Underwriter affiliates), a "**Declining Lender**") declines to participate in an Offering of Demand Securities with the Majority Bridge Arrangers on the terms agreed by the Majority Bridge Arrangers, any proceeds from such Offering may (in the Company's sole discretion) be applied to prepay the Initial Bridge Loans and/or cancel the commitments in respect of the Bridge Facilities (x) on a pro rata basis solely with respect to Mandated Lead Arrangers that are not Declining Lenders and (y) excluding such Declining Lender. On and from the date on which any Mandated Lead Arranger becomes a Declining Lender, the commitments in respect of the Bridge Facilities of such Declining Lender (together with its Underwriter affiliates) shall be excluded from the numerator for the purposes of any determination of the Majority Bridge Arrangers.

(a) It is understood and agreed that the failure to issue any Demand Securities pursuant to a valid Securities Demand in accordance with the provisions hereof by the date specified in such valid Securities Demand will constitute a ***Demand Failure Event*** and that, upon the occurrence of a Demand Failure Event, (i) the weighted average effective total yield per annum on (x) the Bridge Facility 1 shall increase to the highest fixed rate of interest that will not result in the weighted average effective total yield per annum (including OID as yield based on a three-year convention) on the outstanding Facility 1 Debt Obligations and any euro denominated Demand Securities (if any), exceeding the EUR Bridge Total Cap; (y) the Bridge Facility 2 shall increase to the highest fixed rate of interest that will not result in the weighted average effective total yield per annum (including OID as yield based on a four-year convention) on the outstanding Facility 2 Debt Obligations and any US Dollar denominated Demand Securities (if any), exceeding the USD Bridge Total Cap, (ii) the Conversion Date will be deemed to have occurred and (iii) the Conversion Fee will become immediately due and payable (if not previously paid) with respect to the Initial Bridge Loans outstanding as of the date of any Demand Failure Event. The remedies set forth in clauses (i) through (iii) above will be the sole and exclusive remedies associated with a Demand Failure Event and for the avoidance of doubt, a Demand Failure Event will not constitute a default or event of default under the Bridge Facility Agreement.

10.9 The covenants and agreements set forth in this "Securities Demand" section will terminate immediately upon the earlier of (i) the issuance of Permanent Securities in lieu of all Initial Bridge Loans, (ii) an issuance of Permanent Securities yielding proceeds sufficient to refinance all of the Initial Bridge Loans then outstanding, (iii) the Conversion Date, (iv) the repayment of the Initial Bridge Loans in full or (v) upon termination of the commitments in respect of the Initial Bridge Loans under the Commitment Letter (other than if replaced by the Bridge Facility Agreement).

11. Payments

11.1 All amounts payable under this letter shall (unless otherwise agreed) be paid in euros (in respect of any fees in respect of Facility B1, the Initial Revolving Facility and the Delayed Draw Term Facility 1) and US Dollars (in respect of any fees in respect of Facility B2 and Delayed Draw Term Facility 2) in immediately available freely transferable funds to such account(s) with such bank(s) as the Mandated Lead Arrangers shall notify you prior to the date on which such amount becomes due and payable.

11.2 All payments under this letter shall be paid as specified in and in accordance with the terms of paragraph 12 (*Payments*) of the Commitment Letter.

11.3 The Mandated Lead Arrangers, Bookrunners and/or the Underwriters (as applicable) may agree to share the fees payable to them under this letter on such terms as they wish.

12. Non-Refundable

Without prejudice to the fee reduction mechanisms set out above, all fees under this letter once paid are non-refundable, in whole or in part and non-creditable against other fees payable in connection with the Senior Facilities Agreement, the Bridge Facility Agreement or the Interim Facilities Agreement (as applicable).

13. Assignment and Amendment

Other than in accordance with paragraph 18 (*Assignments*) or paragraph 21.1 (*Miscellaneous*) of the Commitment Letter, no party's rights under this letter may be assigned without the prior written consent of the other parties to this letter. Any provision of this letter may only be amended, waived or modified by written instrument signed by each of the parties to this letter.

14. Third Party Rights

14.1 Unless expressly provided to the contrary in this letter and except for the Parent and any member of the Group, a person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any of its terms.

14.2 Notwithstanding any term of this letter, the consent of any person who is not a party to this letter is not required to rescind or vary this letter at any time.

15. Counterparts

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.

16. Governing Law and Jurisdiction

This letter and any non-contractual obligations arising under or in respect of it shall be governed by and construed in accordance with English law. The parties submit to the exclusive jurisdiction of the English courts.

If you are in agreement with the foregoing, please sign and return to us a copy of this letter.

Yours faithfully,

SIGNATURE PAGE TO FEE LETTER

SIGNED	)
for and on behalf of	)
Barclays Bank PLC	)
in its capacity as Mandated Lead Arranger,	)
Bookrunner and Underwriter	)

Signature [redacted].............

Name: [redacted]..........

Title: ....

SIGNATURE PAGE TO FEE LETTER

SIGNED
for and on behalf of
Crédit Agricole Corporate
and Investment Bank
in its capacity as Mandated Lead Arranger,
Bookrunner and Underwriter

Signature: [redacted] ....

Name: [redacted]

Title: [redacted]

Signature: . [redacted]

Name: [redacted]

Title: [redacted]

SIGNATURE PAGE TO FEE LETTER

SIGNED	)
for and on behalf of	)
Deutsche Bank AG, London Branch	)
in its capacity as Mandated Lead Arranger,	)
Bookrunner and Underwriter	)

[redacted]

Signature: [redacted]

Name: [redacted]

Title: ....[redacted]

[redacted]

Signature: [redacted]

Name: [redacted]

Title: [redacted]

SIGNATURE PAGE TO FEE LETTER

SIGNED)
for and on behalf of)
Morgan Stanley Bank AG)
in its capacity as Mandated Lead Arranger)
and Bookrunner)

Signature: [redacted]...............
Name: ....
Title: [redacted].................

Signature: [redacted].......................
Name: ....
Title: [redacted].............

SIGNATURE PAGE TO FEE LETTER

SIGNED	)
for and on behalf of	)
Morgan Stanley Senior Funding, Inc.	)
in its capacity as Underwriter	)

Signature: [redacted]

Name: [redacted]

Title: ...[redacted]

We acknowledge and agree to the above.

SIGNED)
for and on behalf of)
ISOTOPE FINCO S.À R.L.)
(formerly Galileo Lux HoldCo S.à r.l.))

Signature: [redacted]

Name: [redacted] ....

Title: [redacted]

Signature: [redacted].....

Name: [redacted]..........

Title: [redacted]

Date: 17 June 2026

For the purposes of Notices:

Address: [redacted]

Attention: [redacted]

Email: [redacted]

Copy to: [redacted]