

**BARCLAYS**  
[Redacted]

**BANK OF MONTREAL  
BMO CAPITAL MARKETS  
CORP.**  
[Redacted]

**BLACKSTONE**  
[Redacted]

**CITIZENS BANK, N.A.**  
[Redacted]

**WEBSTER BANK, N.A.**  
[Redacted]

**CONFIDENTIAL**

May 19, 2026

Zeus US Bidco, LLC

[Redacted]

Project Zeus  
Amended and Restated Fee Letter

Ladies and Gentlemen:

Reference is made to the amended and restated commitment letter, dated the date hereof (including the exhibits and other attachments thereto, the “*Commitment Letter*”), between us (collectively, the “*Commitment Parties*”) and you. Capitalized terms used but not defined in this letter agreement and references to “*you*,” and “*us*” shall have the meanings assigned thereto in the Commitment Letter. This letter is the Fee Letter and an Interim Document for the purposes of the Interim Facility Agreement.

This Fee Letter hereby amends, restates and supersedes in its entirety that certain Fee Letter, dated as of April 6, 2026 (the “*Original Signing Date*”), between you, Barclays, Bank of Montreal and BMO (the “*Original Fee Letter*”), and such Original Fee Letter shall be of no further force or effect, except for any provisions thereof that by their terms survive the termination thereof.

Senior Facilities Fees

As consideration for the commitments and agreements of the Commitment Parties under the Commitment Letter with respect to the Initial Term Facility, but subject to the Interim Facility Fee Reduction, you agree to pay (or cause to be paid) to each Initial Lender an underwriting and arrangement fee (the “*Term Facility Underwriting Fee*”) equal to 2.00% of the aggregate amount of the commitments in respect of the Initial Term Facility actually borrowed on the Initial Closing Date and on any subsequent date during the Certain Funds Period (each, a “*Term Facility Funding Date*”), payable on, and subject to

the occurrence of the Initial Closing Date (but without giving effect to any increase in the Senior Facilities commitments, including any increase to fund “flexed” original issue discount or upfront fees).

As consideration for the commitments and agreements of the Commitment Parties under the Commitment Letter with respect to the Aero Flow Term Facility, you agree to pay (or cause to be paid) to each Initial Lender providing Aero Flow Term Commitments an underwriting and arrangement fee (the “**Aero Flow Term Facility Underwriting Fee**”) equal to 2.00% of the aggregate amount of Aero Flow Term Loans actually funded on the funding date of such Aero Flow Term Loans. The Aero Flow Term Facility Underwriting Fees will be earned and due and payable in full in cash upon, and subject to the occurrence of, the initial funding thereof, solely to the extent of Aero Flow Term Loans actually funded on such date.

As consideration for the commitments and agreements of the Commitment Parties under the Commitment Letter with respect to the Revolving Facility, you agree to pay (or cause to be paid) to each Initial Lender an underwriting and arrangement fee (the “**Revolving Underwriting Fee**” and, together with the Term Facility Underwriting Fee and the Aero Flow Term Facility Underwriting Fee, the “**Senior Facilities Underwriting Fees**”) equal to 2.00% of the aggregate amount of the commitments in respect of the Revolving Facility actually provided by such Initial Lender on the Initial Closing Date. For the avoidance of doubt, in the event that the Borrower exercises the Revolving Replacement Right, the Revolving Underwriting Fee shall be \$0.

In connection with the syndication of the Senior Facilities by the Lead Arrangers, the Commitment Parties may, in their discretion, allocate to the Lenders portions of the Senior Facilities Underwriting Fee.

You agree to pay an upfront fee (the “**Term Upfront Fee**”) (which may be implemented in the form of original issue discount) on the Initial Term Loans actually provided by the Commitment Parties under the Initial Term Facility on any Term Facility Funding Date, in an amount of 1.00% of the aggregate amount of the Initial Term Facility provided by the Commitment Parties on such Term Facility Funding Date; *provided*, that if a “Successful Syndication” (as defined in the first paragraph of the “Market Flex” section hereof) of the Term Facility has been achieved on or prior to the end of the Syndication Period with an upfront fee (or original issue discount) that is less than 1.00% of the aggregate amount of the Initial Term Facility provided by the Commitment Parties, such difference shall be promptly credited to you (or, if such Successful Syndication occurs after the Initial Closing Date, rebated to you) following such “Successful Syndication”.

You agree to pay an upfront fee (the “**Aero Flow Term Upfront Fee**” and, together with the Term Upfront Fee, the “**Senior Facilities Upfront Fees**”) (which may be implemented in the form of original issue discount) on the Aero Flow Term Loans actually funded by the Commitment Parties under the Aero Flow Term Facility on the Aero Flow Term Facility Funding Date, in an amount of 1.00% of the aggregate amount of the Aero Flow Term Facility provided by the Commitment Parties on such Aero Flow Term Facility Funding Date.

In its capacity as Bank Administrative Agent in respect of the Senior Facilities, Barclays will be paid an annual administration fee (the “**Senior Facilities Administration Fee**”) in an amount equal to \$75,000 per annum. The Senior Facilities Administration Fee will be paid quarterly in equal installments in advance, with the first payment thereof being due upon the closing of the Senior Facilities on the Initial Closing Date, and each payment thereof thereafter being due in advance on each quarterly anniversary of the Initial Closing Date prior to the termination of all commitments and repayment of all Loans under the Senior Facilities (and prorated for any partial quarter). Such annual fee shall be in addition to any reimbursement of the Bank Administrative Agent’s reasonable and documented out-of-pocket expenses required by the Senior Facilities pursuant to the Commitment Letter. If, prior to the final maturity date of the Senior Facilities, the Senior Facilities are fully prepaid and the commitments thereunder terminated, a

part of such Senior Facilities Administration Fee will be rebated to the Borrower on the date the Senior Facilities are fully prepaid and commitments terminated in proportion to (i) the number of days remaining until (but not including) the next quarterly anniversary of the Initial Closing Date divided by (ii) the number of days in such three-month period.

### Interim Facility Fees

As consideration for the commitments in respect of the Interim Facility and agreements of the Initial Lenders under the Commitment Letter in respect of the Interim Facility, you agree to pay (or cause to be paid) to the Initial Lenders (or to any such Initial Lender's designated affiliate), ratably in accordance with their respective commitments, an interim underwriting fee equal to 2.00% of the aggregate principal amount of the commitments in respect of the Interim Term Facility B actually funded on the Initial Closing Date and any subsequent date during the Certain Funds Period (each, an "**Interim Term Facility Funding Date**") (the "**Interim Facility Underwriting Fee**"), payable on (i) the Initial Closing Date (but only if there is an initial utilisation of an Interim Facility on such date and corresponding to the amount utilised on such date) and (ii) any subsequent Interim Term Facility Funding Date and corresponding to the amount utilised on such date.

No fees are payable in respect of the Interim Facility unless the Initial Closing Date occurs and there is an initial utilisation of an Interim Facility on such date. The Senior Facilities Underwriting Fee will be reduced dollar for dollar by the amount of any Interim Facility Underwriting Fee paid under this section, as applicable (such reduction, the "**Interim Facility Fee Reduction**").

The Lenders in respect of the Interim Facility may deduct the Interim Facility Underwriting Fees referred to above from the proceeds of the Interim Facility (if any) made available on the Initial Closing Date and each subsequent Interim Term Facility Funding Date.

### Other Fees

In the event that during the period commencing on the Original Signing Date and ending on the Long Stop Date (as it may be extended pursuant to the Commitment Letter), you or any of your affiliates consummate the Acquisition (or any similar transaction) that results in the acquisition of all or substantially all of the capital stock or assets of the Company and its subsidiaries (any such transaction, an "**Alternate Transaction**"), in each case with one or more bank or other credit facilities or debt securities provided by another financial institution in lieu of any of the Senior Facilities (other than pursuant to any ABL Replacement Right), you agree that unless (x) any Initial Lender has (i) terminated the Commitment Letter with respect to the portion of the Senior Secured Facilities committed by it under the Commitment Letter in its or its affiliate's capacity as an Initial Lender or breached its obligations or otherwise declined to provide the Senior Facilities on the terms and conditions of the Commitment Letter (or has failed, following a written request, to reaffirm its willingness in writing in a timely manner to provide the portion of the Senior Facilities committed by it under the Commitment Letter on the terms and conditions set forth in the Commitment Letter), (ii) been (or its affiliate has been) offered the opportunity to provide, place, arrange or underwrite the bank or other syndicated credit facilities or first lien secured debt securities or notes for such Alternate Transaction on the same terms and conditions as other lenders or arrangers prior to the consummation of the Acquisition or such Alternate Transaction (which shall include receipt by such Commitment Party of economic incentives equal to or greater than the amounts to be paid hereunder and with titles at least as commensurate with the titles provided to such Commitment Party in the Commitment Letter and this Fee Letter) and such Commitment Party or its affiliate declines to provide financing for such Alternate Transaction (or fails to respond to such offer in a timely manner) or (iii) failed to reaffirm in writing its willingness to fund the Facilities on the terms and conditions set forth in the Commitment Letter and this Fee Letter or (y) such Alternate Transaction is necessary or desirable in connection with any

material change to the terms or conditions of the Commitment Letter, the Interim Facility Agreement, the Acquisition Documents or the Acquisition generally, in each case as may be required or requested by the Panel or any other entity, agency, body, governmental authority or person that has regulatory or supervisory authority or other similar power in connection with the Acquisitions (each a “**Relevant Regulator**”), or reasonably determined by you as being necessary or desirable to comply with the requirements or requests (as applicable) of any Relevant Regulator or any applicable stock exchange or any other applicable law, rules, regulations and/or such other requirements (including, without limitation, the City Code, the Companies Act 2006, the London Stock Exchange and/or any direction, ruling, requirement, consent or waiver of the Panel) and such Initial Lender has refused to accept such material change to the terms and conditions of the Commitment Letter required or requested by the Relevant Regulator or any applicable stock exchange or any other applicable law, rules, regulations and/or such other requirements, you agree to pay (or cause to be paid) to such Commitment Party, for its own account, an amount equal to 50% of the Senior Facilities Underwriting Fee that would have been payable to such Initial Lender as provided above as if the Initial Closing Date occurred immediately upon the consummation of the Acquisition or such Alternate Transaction with the proceeds of such financing.

#### General

You agree that, once paid, the fees or any part thereof payable hereunder and under the Commitment Letter and the Term Sheets will not be refundable under any circumstances (except as expressly provided above with respect to the Senior Facilities Administration Fee). All fees payable hereunder and under the Commitment Letter and the Term Sheets will be paid in immediately available funds, and all fees payable hereunder shall be in addition to any reimbursement of the Commitment Parties’ reasonable and documented out-of-pocket expenses to the extent required pursuant to the Commitment Letter. Each Commitment Party reserves the right to allocate, in whole or in part, to its affiliates certain fees payable to it in such manner as it and its affiliates may agree in their sole discretion. All amounts payable under this Fee Letter will be made in U.S. dollars and, in any case, shall not be subject to counterclaim or set-off for, or otherwise be affected by, any claim or dispute relating to any other matter. In addition, all such payments shall be made without deduction for any taxes, levies, imposts, duties, deductions, charges or withholdings (“**Taxes**”) imposed by any national, state, local or provincial taxing authority applicable thereto unless you are required by law to deduct or withhold such Taxes, in which case you shall gross up such payments and indemnify the applicable Initial Lender for all such Taxes, other than Taxes imposed (a) on net income that would not have been imposed but for any connection of the applicable Initial Lender with the applicable jurisdiction imposing such Tax (other than a connection arising from the execution, delivery and performance of this Fee Letter, the Commitment Letter, or of any transaction contemplated by or pursuant to the Commitment Letter or this Fee Letter, and the receipt of payments under the Commitment Letter, this Fee Letter or any such transaction), or (b) as a result of any failure of the applicable Initial Lender to provide forms or other information permitting such payments to be made without withholding (or at a reduced rate of withholding) that are reasonably requested by you and that such Initial Lender is legally eligible to provide.

## Market Flex

The Lead Arrangers holding, or through their affiliated Initial Lenders holding, a majority of the commitments under the Term Facilities on the date hereof (the “**Majority Lead Arrangers**”) shall be entitled, after consultation with you, at any time during the Syndication Period (but if any such right is exercised on or prior to the Initial Closing Date, only after the completion of a bank meeting) to make the following changes (and only the following changes) (the “**Flex Provisions**”) to the Term Facilities if the Majority Lead Arrangers reasonably determine that (A) any such change is necessary in order to ensure a Successful Syndication of the Term Facilities or (B) the Term Facilities cannot be successfully syndicated on or prior to the Initial Closing Date, as applicable (it being understood that “Successful Syndication” shall mean that each Lead Arranger shall hold (x) no more than \$0 of the Term Facility and (y) no more than \$0 of the Aero Term Loan Facility):

(a) increase the applicable margin under the Initial Term Facility and the Aero Flow Term Facility by not more than 150 basis points, *plus* (i) an additional 25 basis points from (and including) the date that is 180 days after the date hereof, (ii) an additional 25 basis points from (and including) the date that is 270 days after the date hereof, (iii) an additional 25 basis points from (and including) the date that is 365 days after the date hereof and (iv) an additional 25 basis points from (and including) the date that is 450 days after the date hereof; *provided*, that (i) up to 50 basis points (plus (i) an additional 12.5 basis points from (and including) the date that is 180 days after the date hereof, (ii) an additional 12.5 basis points from (and including) the date that is 270 days after the date hereof, (iii) an additional 12.5 basis points from (and including) the date that is 365 days after the date hereof and (iv) an additional 12.5 basis points from (and including) the date that is 450 days after the date hereof) of any increase in applicable margin permitted hereunder may be implemented in the form of upfront fees (which for purposes of this paragraph will be deemed to constitute like amounts of original issue discount) or original issue discount (such upfront fees or original issue discount, “**OID**”), with OID hereunder being equated to interest rates based on an assumed four-year average life and without any present value discount (e.g., 25 basis points of margin so utilized equals 100 basis points in OID) and (ii) in the event any such increase in applicable margins permitted hereunder is in the form of OID, at the Borrower’s option, loans under the Revolving Facility shall be made available on the Initial Closing Date (without any increase in commitments thereunder) and/or the Term Facility shall be increased, in each case in an amount necessary to fund up to the entire amount of such OID;

(b) eliminate or reduce the pricing “step-downs” with respect to the Term Facility (provided that if the Term Loan IPO Step-down is eliminated then the Revolver IPO Step-down may be eliminated);

(c) increase the Term SOFR Reference Rate floor by 0.25%;

(d) with respect to call protection (i) increase the period in which the “soft call” prepayment premium applies to the Term Facility from six months to one year and/or (ii) remove the carve-outs for any dividend recapitalization or upsizing of the Term Loans;

(e) modify the MFN Trigger Amount in the Senior Facilities Term Sheet to (i) reduce the amount described in clause (1) thereof to an amount equal to 75% of Consolidated EBITDA as of the Final Closing Date and/or (ii) reduce clause (2) thereof to an amount equal to 0.75x Consolidated EBITDA as of the most recent Test Period;

(f) modify the Inside Maturity Basket in the Senior Facilities Term Sheet to (i) reduce the amount described in clause (1) thereof to 75% of Consolidated EBITDA as of the Final Closing Date, (ii) reduce clause (2) thereof to an amount equal to 0.75x Consolidated EBITDA as of the most recent Test Period and/or (iii) eliminate the exception for customary term A loans;

(g) with respect to the Incremental Facilities provisions set forth in the Senior Facilities Term Sheet, (i) extend the “sunset” described in the MFN Provisions to 18 months after the Initial Closing Date, (ii) reduce the All-In Yield difference in the MFN Provisions from 1.00% to no less than 0.50%, (iii) extend the MFN Maturity Limitation to 12 months after maturity, (iv) increase the Consolidated Interest Coverage Ratio from 1.75 to 1.00 to 2.00 to 1.00 and/or make corresponding changes with respect to Ratio Debt and the ratio-based liens baskets, (v) require that the MFN Provisions also apply to (A) and/or (B) Incremental Equivalent Debt, Ratio Debt and/or Incurred Acquisition Debt denominated in the same currency and secured by the Collateral on a *pari passu* basis with the initial Term Facility, (vi) remove the limitations set forth in clauses (5) and/or (6) of the MFN Provisions and/or (vi) restrict the use of the “no worse than” prongs to incurrences in connection with permitted acquisitions or other similar investments and/or make corresponding changes with respect to Ratio Debt and the ratio-based lien baskets;

(h) with respect to the heading titled “Mandatory Prepayments” in the Senior Facilities Term Sheet, (i) reduce the Excess Cash Flow Prepayment Step-Downs and/or the Asset Sale Prepayment Step-Downs to 0.50x inside the Opening First Lien Net Leverage Ratio and 1.00x inside the Opening First Lien Net Leverage Ratio, respectively and/or (ii) reduce the initial reinvestment period applicable to asset sale mandatory prepayments from 24 months to 18 months;

(i) remove the High Watermark Provision;

(j) with respect to the Ratio Investments Basket (i) remove clause (b) thereof and/or (ii) require that no payment or bankruptcy (with respect to the Borrower) event of default have occurred and be continuing;

(k) (i) reduce the incurrence levels for the Ratio RP Basket and/or the Ratio RDP Basket by up to 0.25 to 1.00 and/or (ii) with respect to the Ratio RDP Basket, require that no payment or bankruptcy (with respect to the Borrower) event of default have occurred and be continuing;

(l) with respect to the adjustments set forth solely in clauses (a) and (d) in the definition of “Consolidated EBITDA”, (i) add a cap on such adjustments equal to no less than 35% of Consolidated EBITDA (calculated after giving effect to such add-backs and all other adjustments) and/or (ii) reduce the look-forward periods set forth in clause (a) from 36 months to not less than 24 months and/or (iii) remove the reference to “letters of intent” set forth in clause (e) thereof;

(m) reduce the amount of “contribution” indebtedness set forth in clause (a)(vi) under the heading “Negative Covenants” in the Senior Facilities Term Sheet from two times the sum of the amount of any cash qualified equity contribution received by the Borrower plus the amount available for restricted payments pursuant to clause (c)(i) under the heading “Negative Covenants” in the Senior Facilities Term Sheet to the sum of the amount of any cash qualified equity contribution received by the Borrower plus the amount available for restricted payments pursuant to clause (c)(i) under the heading “Negative Covenants” in the Senior Facilities Term Sheet;

(n) reduce the General Debt Basket to the greater of 50% of Consolidated EBITDA as of the Final Closing Date and 50% of Consolidated EBITDA as of the most recent Test Period;

(o) reduce the General Lien Basket to the greater of 50% of Consolidated EBITDA as of the Final Closing Date and 50% of Consolidated EBITDA;

(p) reduce the Cumulative Credit Starter Basket to the greater of 50% of Consolidated EBITDA as of the Final Closing Date and 50% of Consolidated EBITDA as of the most recent Test Period;

(q) with respect to any disposition made in reliance on the Ratio Dispositions Basket, (i) reduce the Consolidated First Lien Net Leverage Ratio referenced therein to be 0.50:1.00 lower than the Opening First Lien Net Leverage Ratio and/or (ii) insert that for purposes of complying with the applicable First Lien Net Leverage Ratio for purposes of the Ratio Dispositions Basket, the Borrower shall not be permitted to net cash proceeds therefrom in order to meet such First Lien Net Leverage Ratio; and/or

(r) remove the liens basket that is established by reference to the General Debt Basket.

In the event that the Senior Facilities Documentation is executed and delivered prior to the Syndication Date, you shall execute any amendment to the Senior Facilities Documentation reasonably required to effect such changes (including the changes set forth in the immediately succeeding paragraph) to the extent made in accordance herewith.

In the event that any additional OID or upfront fees are implemented pursuant to the “market flex” provisions contained herein, the Financial Covenant and each leverage ratio level shall be adjusted as mutually agreed to account for the additional interest expense, additional indebtedness and any OID or upfront fees and to maintain the agreed cushion and step-downs from the closing date levels taking into account such additional interest expense, such additional indebtedness and any OID or upfront fees.

To the extent the Aero Flow Acquisition is not consummated on or prior to the date that is 3 Business Days after the Initial Closing Date, the Lead Arrangers shall be entitled to adjust all dollar-based baskets and leverage ratio levels to account for the consolidated EBITDA and assets of the Borrower and its consolidated subsidiaries without the presence of Aero Flow as a subsidiary thereof (and the Lead Arrangers shall be permitted to make such amendments as may be necessary to document the foregoing).

#### Miscellaneous

You agree that you will not disclose this Fee Letter or the contents hereof other than as permitted by the Commitment Letter.

It is understood that this Fee Letter shall not constitute or give rise to any obligation on the part of the Commitment Parties to provide any financing; such an obligation will arise only under the Commitment Letter if accepted in accordance with its terms. This Fee Letter is intended to be solely for the benefit of the parties hereto, and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto. This Fee Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto. The provisions of this Fee Letter shall survive the expiration or termination of the Commitment Letter and the funding of the Facilities. **THIS FEE LETTER AND ANY CLAIM, CONTROVERSY OR DISPUTE (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING UNDER OR RELATED TO THIS FEE LETTER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.** This Fee Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Fee Letter by facsimile transmission or by “.pdf” electronic transmission shall be effective as delivery of a manually executed counterpart of this Fee Letter. This Fee Letter and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

*[Remainder of this page intentionally left blank]*

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

*[signature pages follow]*

Very truly yours,

**BARCLAYS BANK PLC**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Very truly yours,

**BANK OF MONTREAL**

By

[REDACTED]

Name:

Title:

[REDACTED]

[REDACTED]

**CITIZENS BANK, N.A.**

By



**WEBSTER BANK, N.A.**

By



Name:



Title:



Very truly yours,

**BLACKSTONE HOLDINGS FINANCE CO.  
L.L.C**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ZEUS US BIDCO, LLC**

By: \_\_\_\_\_

