

Transfer Certificate

To: **BARCLAYS BANK PLC** as Interim Facility Agent and **BARCLAYS BANK PLC** as Interim Security Agent
From: **BANK OF MONTREAL** (the “Existing Interim Lender”), **CITIZENS BANK, N.A.** (the “New Interim Lender”) and **ZEUS UK BIDCO LIMITED**, as Obligors’ Agent (the “Company”)
Dated: May 19, 2026

To whom it may concern

Project Zeus – Interim Facility Agreement dated 7 April 2026 (the “Interim Facility Agreement”)

- 1 We refer to the Interim Facility Agreement. This agreement (the “**Agreement**”) shall take effect as a Transfer Certificate for the purpose of the Interim Facility Agreement. Terms defined in the Interim Facility Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.
- 2 We refer to Clause 22.5 (Procedure for transfer) of the Interim Facility Agreement:
 - (a) Subject to paragraph (j) of Clause 21.2 (*Transfers by Interim Lenders*), the Existing Interim Lender and the New Interim Lender agree to the Existing Interim Lender transferring to the New Interim Lender by novation and in accordance with Clause 21.5 (*Procedure for transfer*) all of the Existing Interim Lender’s rights and obligations under the Interim Facility Agreement and the other Interim Documents which relate to that portion of the Existing Interim Lender’s commitment(s) under the Interim Facility Agreement as specified in the Schedule (the “**Transferred Commitments**”). The Existing Interim Lender is hereby released from all the obligations as an Interim Lender in respect of the Transferred Commitments and the New Interim Lender hereby assumes and is bound by the obligations equivalent to those from which the Existing Interim Lender is released.
 - (b) The proposed Transfer Date is May 19, 2026.
 - (c) The Facility Office and address and attention details for notices of the New Interim Lender for the purposes of Clause 18.1 (*Mode of service*) are set out in the Schedule.
- 3 The New Interim Lender expressly acknowledges the limitations on the Existing Interim Lender’s obligations set out in paragraph (c) of Clause 21.4 (Limitation of responsibility of Existing Interim Lenders).
- 4 The New Interim Lender confirms that it is:
 - (a) not a Qualifying US Interim Lender, or
 - (b) a Qualifying US Interim Lender.
- 5 The New Interim Lender confirms that it is not a Disqualified Lender (or an Affiliate or Related Fund of a Disqualified Lender).
- 6 This Agreement 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 Agreement.
- 7 This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 8 This Agreement has been entered into on the date stated at the beginning of this Agreement.

THE SCHEDULE

Commitment/rights and obligations to be transferred

\$48,361,000.00 of the Existing Interim Lender's Interim Term Facility B Commitment and all rights and obligations of the Existing Interim Lender in connection with such amount to be transferred

Notice Details (New Interim Lender):

Citizens Bank, N.A.

Attn: [REDACTED]

Facility Office (New Interim Lender):

Citizens Bank, N.A.

[REDACTED]

BANK OF MONTREAL,
as Existing Interim Lender

By 
Name: 
Title: 

CITIZENS BANK, N.A.,
as New Interim Lender

By 

ZEUS UK BIDCO LIMITED,
as Obligors' Agent

By: _ [REDACTED] _____
Nam
Title:

This Agreement is accepted as a Transfer Certificate for the purposes of the Interim Facility Agreement by the Interim Facility Agent, and the Transfer Date is confirmed as May 19, 2026.

BARCLAYS BANK PLC,
as Interim Facility Agent

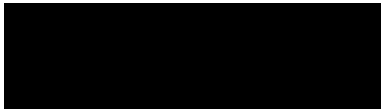


By _____

Name: _____

Title: _____

BARCLAYS BANK PLC,
as Interim Security Agent



By _____

Name: _____

Title: _____