

From: **UBS AG London Branch** (the “**Agent**”)

5 Broadgate, London, EC2M 2QS

To: **Zurich Insurance Company Ltd** (the “**Borrower**”)

Mythenquai 2, 8002 Zurich, Switzerland

For the attention of: [REDACTED]

Copy: Each Lender under the Facilities Agreement (as defined below)

2 March 2026

## Conditions Precedent Status Letter

### 1. Introduction

- 1.1 We refer to the GBP 8,199,999,995 term loan facilities agreement dated 2 March 2026 and entered into between, amongst others, the Borrower, the Agent and the other financial institutions defined therein as the Original Lenders (the “**Facilities Agreement**”).
- 1.2 Capitalised terms used in this letter and not otherwise defined have the meanings given to them in the Facilities Agreement.
- 1.3 This letter is a Finance Document.

### 2. Confirmation

- 2.1 We refer to clause 4.1 (*Conditions precedent*) of the Facilities Agreement and to the conditions precedent set out in Part 1 (*Initial Conditions Precedent*) and Part 2 (*Conditions Precedent to First Utilisation*) of Schedule 2 (*Conditions Precedent*) to the Facilities Agreement (the “**CP Schedule**”).
- 2.2 We, in our capacity as Agent, confirm that:
- (A) we have received all of the documents and other evidence listed in Part 1 (*Initial Conditions Precedent*) of the CP Schedule in form and substance satisfactory to us, except for the document referred to in paragraph 3 of Part 1 (*Initial Conditions Precedent*) of the CP Schedule, which has been provided to the Arrangers (for information purposes only) in accordance with the CP Schedule. Accordingly, other than those conditions described in paragraph (B) below, all conditions precedent to the availability of the Facilities (as specified in the CP Schedule) have been unconditionally and irrevocably satisfied;
- (B) we have received a draft certificate from the Borrower confirming each of the matters listed in paragraphs (A)(ii), (A)(iii) and (B) of Part 2 (*Conditions Precedent to First Utilisation*) of the CP Schedule which is in agreed form and, once duly executed by an

authorised signatory of the Borrower and delivered to us (along with copies of the documents specified in paragraph (A)(i) of Part 2 (*Conditions Precedent to First Utilisation*) of the CP Schedule), will satisfy all conditions precedent in Part 2 (*Conditions Precedent to First Utilisation*) of the CP Schedule; and

- (C) following receipt of the duly executed certificate described in paragraph (B) above, we will promptly confirm to the Borrower that (pursuant to clause 4.1 (*Conditions precedent*) of the Facilities Agreement) all conditions precedent to the availability of the Facilities (as specified in the CP Schedule) have been unconditionally and irrevocably satisfied.

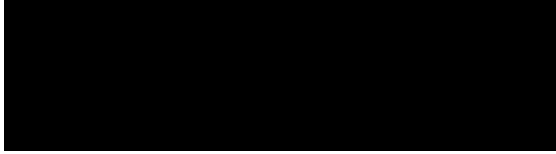
### **3. Miscellaneous**

- 3.1 This letter is issued solely in order to inform you of the present status of the conditions precedent and other evidence required to be delivered pursuant to Part 1 (*Initial Conditions Precedent*) and Part 2 (*Conditions Precedent to First Utilisation*) of the CP Schedule. It is not and should not be taken to be a waiver of any rights which the Finance Parties may have under the Facilities Agreement.
- 3.2 This letter and any non-contractual obligations arising out of or in connection with this letter are governed by, and shall be construed in accordance with, English law.

[signature page follows]

Yours faithfully,

**The Agent**



For and on behalf of

**UBS AG London Branch**

(in its capacity as Agent under the Facilities Agreement)



For and on behalf of

**UBS AG London Branch**

(in its capacity as Agent under the Facilities Agreement)