

**BNP PARIBAS SECURITIES CORP.**  
**BNP PARIBAS**  
787 Seventh Avenue  
New York, New York 10019

February 12, 2026

Nuveen, LLC  
730 Third Avenue  
New York, NY 10017  
Attention: [REDACTED]  
[REDACTED]

***Re: Project Pantheon – Delayed Draw Term Loan Facilities Engagement Letter***

Ladies and Gentlemen:

Nuveen, LLC (the “Borrower” or “you”) has (i) requested that BNP Paribas Securities Corp. (“BNPPSC”) agree to arrange and syndicate delayed draw term loan facilities in an initial aggregate principal amount of up to £3,100,000,000 (together, the “Facilities” and each, a “Facility”), which are anticipated to consist of (x) a 364-day delayed draw term loan facility in an aggregate principal amount of up to £800,000,000 (the “364-Day DDTL Facility”), (y) a two-year delayed draw term loan facility in an aggregate principal amount of up to £800,000,000 (the “2-Year DDTL Facility”) and (z) a three-year delayed draw term loan facility in an aggregate principal amount of up to £1,500,000,000 (the “3-Year DDTL Facility”), and that BNP Paribas (“BNP Paribas”, and together with BNPPSC and their respective affiliates, “BNPP”, “we” or “us”) agree to serve as administrative agent for the Facilities, (ii) advised BNPP that it intends to enter into the credit agreement with respect to the Facilities substantially in the form attached hereto as Exhibit A (the “Credit Agreement”) and (iii) advised BNPP that it intends to use the proceeds of the Facilities to fund a portion of the purchase price consideration in connection with the proposed acquisition (the “Acquisition”) of all of the outstanding equity interests of a public limited company incorporated under the laws of England and Wales and identified to us prior to the date hereof with the codename “Zeus” (the “Target”) pursuant to an Offer or Scheme (each such term as defined in the Credit Agreement), and to pay fees and expenses in connection with the Acquisition and the Facilities.

BNPPSC is pleased to advise you that it is willing to act as sole and exclusive lead arranger and bookrunner for the Facilities.

Furthermore, BNPPSC is pleased to advise you of its agreement to use commercially reasonable efforts to assemble a syndicate of financial institutions identified by BNPPSC in consultation with you and subject to your prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) (the “Lenders”) to provide the commitments for the Facilities upon the terms and subject to the conditions set forth or referred to in this engagement letter (this “Engagement Letter”) and as otherwise mutually agreed between us and you.

It is understood and agreed that this Engagement Letter shall not constitute (i) either an express or implied commitment or offer by BNPP or any of its affiliates to provide any portion of the Facilities (which commitment shall only be given if signing of the Credit Agreement by BNPP and Borrower occurs) or to otherwise provide any financing or (ii) any guarantee that the Facilities will be successfully arranged and consummated.

## 1. Titles and Roles

It is agreed that BNP Paribas will act as the sole and exclusive administrative agent (in such capacity, the “Administrative Agent”) for the Facilities, and that BNPPSC will act as the sole and exclusive lead arranger and bookrunner (in such capacities, the “Lead Arranger”) for the Facilities; provided, that the Borrower acknowledges and agrees that BNPPSC and BNP Paribas may perform their responsibilities hereunder through one or more of their affiliates. It is further agreed that in any Information Materials (as defined below) and all other offering or marketing materials in respect of the Facilities, BNPPSC shall have “left side” designation and shall appear on the top left and shall hold the leading role and responsibility customarily associated with such “top left” placement. You agree that no other agents, co-agents, bookrunners or arrangers will be appointed, no other titles will be awarded and no compensation (other than as expressly contemplated by the Credit Agreement or the Fee Letter referred to below) will be paid in connection with the Facilities unless you and we shall so agree.

## 2. Syndication

The Lead Arranger agrees to use commercially reasonable efforts to syndicate the Facilities to the Lenders. The Lead Arranger will not syndicate to the following entities (collectively, the “Disqualified Institutions”):

(a) any person designated by the Borrower as a “Disqualified Institution” by written notice delivered to the Lead Arranger prior to the date hereof;

(b) any other person that is a competitor of the Borrower or any of its subsidiaries, which person has been designated by the Borrower as a “Disqualified Institution” by written notice delivered to the Lead Arranger or, if after the date of the Credit Agreement, to the Administrative Agent not less than three Business Days prior to such date; and

(c) any affiliates of your competitors (1) clearly identifiable as an affiliate solely on the basis of the similarity of their names, or (2) identified in writing by you from time to time (in each case, other than competitors and affiliates that are bona fide debt funds, investment vehicles or fixed income investors that are engaged in making or purchasing commercial loans, bonds or similar extensions of credit in the ordinary course of business); provided, that the Lead Arranger and/or Administrative Agent, as applicable, shall have no obligation to carry out due diligence in order to identify such affiliates;

provided that “Disqualified Institutions” shall exclude any person that the Borrower has designated as no longer being a “Disqualified Institution” by written notice delivered to the Lead Arranger or, if after the date of the Credit Agreement, to the Administrative Agent from time to time; provided, further, that the foregoing provisions shall not apply retroactively to disqualify any person if such person shall have previously acquired an assignment or participation interest (or shall have entered into a trade therefor) prior thereto, but shall disqualify such person from taking any further assignment or participation thereafter.

The list of Disqualified Lenders may be provided, on a confidential basis, to Lenders and to any potential assignees or participants.

The Lead Arranger intends to commence syndication efforts promptly upon the execution of this Engagement Letter (but not before the public announcement by you of your intention to consummate the Acquisition), and you agree to actively assist the Lead Arranger in completing a syndication satisfactory to it. Such assistance shall include (a) your using commercially reasonable efforts to ensure that the syndication efforts benefit materially from your existing lending relationships, (b) ensuring direct contact

between senior management and advisors of the Borrower and the proposed Lenders, (c) the hosting, with the Lead Arranger, of one or more meetings (whether physical or virtual) of prospective Lenders, (d) as set forth in the next paragraph, assistance in the preparation of materials to be used in connection with the syndication (the “Information Materials”), and (e) ensuring that, until the Syndication Date (as defined in the Fee Letter), there is no competing offering, placement, arrangement or syndication of any debt securities or commercial bank or other credit facilities in domestic or international syndicated loan or debt capital markets by or on behalf of the Borrower and its subsidiaries that would reasonably be expected to materially impair syndication of the Facilities; provided that this clause (e) shall not apply to (i) any indebtedness of the Borrower or any of its subsidiaries incurred in the ordinary course of business, including short term debt for working capital, capital leases, purchase money debt and equipment financings, (ii) any issuance of debt in the form of senior notes, hybrid capital notes or surplus notes, or a combination thereof coordinated by BNPPSC, in each case for the purposes of paying amounts required to be paid in connection with the Acquisition, and (iii) the Facilities. You agree (but not before the public announcement by you of your intention to consummate the Acquisition) that the following documents may be distributed to all prospective Lenders (but not, for the avoidance of doubt, to any Disqualified Institution), unless you advise BNPP in writing (including by email) prior to their intended distribution that such materials should only be distributed to certain prospective Lenders: (x) administrative materials prepared by BNPP for prospective Lenders (such as a lender meeting invitation, bank allocation, if any, and funding and closing memoranda), (y) any term sheets summarizing the terms of the Facilities and notification of changes in the terms of the Facilities and (z) other materials intended for prospective Lenders after the initial distribution of Information Materials. You hereby authorize the Lead Arranger to include the Borrower’s trademark logo(s) as provided to Lead Arranger by Borrower and as may be updated by Borrower at Borrower’s sole discretion and any Information Materials to a deal site on IntraLinks™, DebtDomain, SyndTrak, ClearPar or any other electronic platform chosen by the Lead Arranger to be its electronic transmission system (an “Electronic Platform”) established by the Lead Arranger to syndicate the Facilities, and to include such trademark logo(s) on any confidential information memoranda, presentations and other marketing materials prepared in connection with the syndication of the Facilities. You also understand and acknowledge that we may provide to market data collectors, such as league table, or other service providers to the lending industry, information regarding the closing date, size, type, purpose of, and parties to, the Facilities.

The Lead Arranger will manage, in consultation with you, all aspects of the syndication, including decisions as to the selection of institutions to be approached and when they will be approached, when their commitments will be accepted, the allocations of the commitments among the Lenders and the amount and distribution of fees among the Lenders, and with your prior written consent, which institutions will participate. In acting as the Lead Arranger, BNPPSC will have no responsibility other than to arrange the syndication as set forth herein and is acting solely in the capacity of an arm’s length contractual counterparty to the Borrower with respect to the arrangement of the Facilities (including in connection with determining the terms of the Facilities) and not as a financial advisor or a fiduciary to, or an agent of, the Borrower or any other person.

Nothing in this Engagement Letter shall require the Borrower or any of its affiliates to take any action which would (i) cause it or its affiliates to be in breach of the City Code on Takeovers and Mergers (the “Takeover Code”) as promulgated by the Panel on Takeovers and Mergers (the “Takeover Panel”) or (ii) give rise to an obligation to make a public disclosure to the market under any applicable listing or stock exchange rules.

### 3. Information

To assist the Lead Arranger in its syndication efforts, you agree to prepare and provide to the Lead Arranger and BNPP upon request all customary information with respect to you, the Target and your and

their respective subsidiaries, the Acquisition and the other transactions contemplated hereby (the “Transactions”), including all financial information, as we may reasonably request in connection with the arrangement and syndication of the Facilities. For the avoidance of doubt, you will not be required to provide any information to the extent the provision thereof would violate any applicable law, rule or regulation, including without limitation, the Takeover Code or would violate any obligation of confidentiality binding you or your affiliates; provided, that you shall notify us if any such information is being withheld in reliance on this sentence; provided, further that in the case of any confidentiality obligation, (a) you shall have used commercially reasonable efforts to obtain consent to provide such information and (b) such obligation was not entered into in contemplation of this provision.

You hereby represent and covenant that all written information (other than information of a general economic or industry nature) (the “Information”) that has been or will be made available to the Lead Arranger or BNPP by you or any of your representatives or affiliates, when taken as a whole, is or will be, when furnished, complete and correct in all material respects and does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto). If, at any time prior to the closing date of the Acquisition, you become aware that any of the representations and warranties in the preceding sentence would not be accurate and complete in any material respect if the Information were being furnished, and such representations and warranties were being made, at such time, then you agree to promptly supplement the Information so that the representations and warranties contained in this paragraph remain accurate and complete in all material respects under those circumstances. You understand that in arranging and syndicating the Facilities we may use and rely on the Information without independent verification thereof.

#### 4. Fees

As consideration for BNPP’s agreements hereunder, you agree to pay to BNPP the nonrefundable fees set forth in the Fee Letter by and between you and BNPP, dated the date hereof, and delivered herewith (the “Fee Letter”).

You agree that, once paid, the fees or any part thereof payable hereunder or under the Fee Letter shall not be refundable under any circumstances, regardless of whether the transactions or borrowings contemplated by this Engagement Letter are consummated, except as otherwise agreed in writing by you and BNPP. All fees payable hereunder and under the Fee Letter shall be paid in immediately available funds in U.S. Dollars or Pounds Sterling (as specified herein or in the Fee Letter or as otherwise agreed between you and BNPP from time to time) and shall not be subject to reduction by way of withholding, setoff or counterclaim or be otherwise affected by any claim or dispute related to any other matter. In addition, all fees payable hereunder shall be paid without deduction for any taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any national, state or local taxing authority, or will be grossed up by you for such amounts.

#### 5. Limitation of Liability; Indemnity; Settlement

(a) You agree that, except to the extent resulting from the willful misconduct or gross negligence or a material breach of this Engagement Letter by any Arranger-Related Person (as defined below) of the foregoing (as determined by a court of competent jurisdiction in a final and non-appealable judgment), none of BNPP, its affiliates or its or its affiliates’ respective officers, directors, employees, advisors, and agents (each, and including, without limitation, BNPP, an “Arranger-Related Person”) will have any Liabilities in connection with, or as a result of, the use by others of information or other material

obtained through electronic, telecommunications or other information transmission systems, including an Electronic Platform, and none of the Arranger-Related Persons will be liable for any indirect, special, punitive or consequential damages in connection with this Engagement Letter, the Fee Letter, the Facilities, the Transactions, or with respect to any activities or other transactions related to the Facilities; provided that, nothing in this clause (a) shall relieve you of any obligation you may have to indemnify an Indemnified Person, as provided in clause (b) below, against any special, indirect, consequential or punitive damages asserted against such Indemnified Person by a third party. You agree, to the extent permitted by applicable law, to not assert any claims against any Arranger-Related Person with respect to any of the foregoing. As used herein, the term “Liabilities” shall mean any losses, claims, damages or liabilities of any kind.

(b) You agree (i) to (A) indemnify and hold harmless the Lead Arranger, BNPP and their respective affiliates and the respective officers, directors, employees, advisors, affiliates, agents and other representatives of such persons (each, and including, without limitation, BNPP, an “Indemnified Person”) from and against any and all Liabilities and related expenses to which any such Indemnified Person may become subject arising out of or in connection with the Transactions, this Engagement Letter, the Fee Letter or the Facilities or any actual or prospective claim, litigation, investigation, arbitration or administrative, judicial or regulatory action or proceeding relating to any of the foregoing (each, a “Proceeding”), regardless of whether or not any Indemnified Person is a party thereto and whether or not such Proceeding is brought by you, your equity holders, affiliates, creditors or any other person, and (B) reimburse each Indemnified Person within 10 Business Days after receipt of a written demand, together with customary backup documentation, for any reasonable and documented out-of-pocket legal expenses (limited to one counsel for all Indemnified Persons taken as a whole and, if reasonably necessary, a single legal counsel for all Indemnified Persons taken as a whole in each relevant material jurisdiction (which may be a single local counsel acting in multiple jurisdictions) and, solely in the case of any actual or perceived conflict of interest between Indemnified Persons where the Indemnified Persons affected by such conflict inform you of such conflict, one additional counsel in each relevant material jurisdiction to each group of affected Indemnified Persons similarly situated taken as a whole) or other reasonable and documented out-of-pocket expenses incurred in connection with investigating or defending any of the foregoing; provided that the foregoing indemnity will not, as to any Indemnified Person, apply to any Liabilities or related expenses to the extent (i) they are found to result from the willful misconduct or gross negligence of such Indemnified Person or any of its Related Indemnified Persons (as defined below) in performing its activities or in furnishing its services under this Engagement Letter, (ii) arising from a material breach of the obligations of such Indemnified Person or any of its Related Indemnified Persons under this Engagement Letter, (in the case of clauses (i) and (ii), as determined by a court of competent jurisdiction in a final and non-appealable judgment) or (iii) arising from any dispute among Indemnified Persons or any Related Indemnified Persons of the foregoing other than any Proceedings against BNPP in fulfilling its role as Lead Arranger or other agent role under the Facilities and other than any Proceedings arising out of any act or omission on the part of you or any of your affiliates. Notwithstanding the foregoing, each Indemnified Person shall be obligated to refund and return promptly any and all amounts paid under the indemnification provisions of this Engagement Letter to such Indemnified Person for any such losses, claims, damages, liabilities or expenses to the extent such Indemnified Person is not entitled to payment of such amounts in accordance with the terms hereof as finally determined by a final, non-appealable judgment of a court of competent jurisdiction. You will not be liable for any settlement of any Proceeding effected without your prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), but, if settled with your written consent or if there is a final judgment in any such Proceedings, you agree to indemnify and hold harmless each Indemnified Person from and against any and all losses, claims, damages, liabilities and expenses by reason of such settlement or judgment in accordance with the indemnification provisions of this Engagement Letter.

(c) You shall not, without the prior written consent of an Indemnified Person (which consent shall not be unreasonably withheld, conditioned or delayed), effect any settlement of any pending or threatened Proceeding in respect of which indemnity could have been sought hereunder by such Indemnified Person unless such settlement (x) includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability on claims that are the subject matter of such Proceeding and (y) does not include any statement as to, or any admission of, fault, culpability or a failure to act by or on behalf of such Indemnified Person or any injunctive relief or other non-monetary remedy.

(d) For purposes hereof, a “Related Indemnified Person” of an Indemnified Person means (a) any controlling person or controlled affiliate of such Indemnified Person, (b) the respective directors, partners, officers, or employees of such Indemnified Person or any of its controlling persons or controlled affiliates and (c) the respective agents of such Indemnified Person or any of its controlling persons or controlled affiliates.

You agree to reimburse the Lead Arranger, BNPP and their respective affiliates within 10 days after receipt of a written demand, together with customary backup documentation, for (A) all reasonable and documented out-of-pocket legal expenses incurred by them in connection with the preparation, negotiation, execution and delivery of this Engagement Letter and the Fee Letter or the administration, amendment, modification or waiver thereof, and (B) all reasonable and documented out-of-pocket legal expenses incurred by them in connection with the enforcement, collection or protection of their rights under this Engagement Letter and the Fee Letter, and in each case, shall be limited to one counsel for the Lead Arranger, BNPP and their respective affiliates taken as a whole and, if reasonably necessary, a single legal counsel for Lead Arranger, BNPP and their respective affiliates taken as a whole in each relevant material jurisdiction (which may be a single local counsel acting in multiple jurisdictions) and, solely in the case of any actual or perceived conflict of interest between Lead Arranger, BNPP or their respective affiliates where the persons affected by such conflict inform you of such conflict, one additional counsel in each relevant material jurisdiction to each group of affected persons similarly situated taken as a whole).

#### 6. Affiliate Activities, Sharing of Information, Absence of Fiduciary Relationships

BNPP may employ the services of its affiliates in providing certain services hereunder and, in connection with the provision of such services, may exchange with such affiliates information concerning you and the other companies that may be the subject of the transactions contemplated by this Engagement Letter, and, to the extent so employed, such affiliates shall be entitled to the benefits, and be subject to the obligations, of BNPP hereunder. BNPP shall be responsible for its affiliates’ failure to comply with such obligations under this Engagement Letter.

You acknowledge that BNPP and any of its affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies that may have interests conflicting with yours in connection with other transactions. Notwithstanding the foregoing, BNPP agrees that, from the date of this Engagement Letter until the earliest of (i) the consummation of the Transactions, (ii) the expiry of the Certain Funds Period (as defined in the Credit Agreement) without the Acquisition being consummated or (iii) the termination of this Engagement Letter, neither BNPP nor any of its affiliates will provide, arrange, or participate in any financing or advisory services to any other person or entity in connection with a competing bid or proposal for the Transactions, the acquisition of the equity or assets of the Target or any of its subsidiaries. BNPP will not use confidential information obtained from you in connection with the Transactions in performing any of its services for other companies, nor will BNPP furnish such information to any other person or entity except as otherwise set forth herein. You further

acknowledge that BNPP and its affiliates have no obligation to use or furnish to you, the Target, or your or their respective subsidiaries or representatives, confidential information obtained from other companies.

You agree that BNPP will act under this Engagement Letter as an independent contractor and that nothing in this Engagement Letter will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between BNPP, on the one hand, and you and your respective equity holders or your and their respective affiliates, on the other hand. You acknowledge and agree that (i) the transactions contemplated by this Engagement Letter are arm's-length commercial transactions between BNPP and, if applicable, its affiliates, on the one hand, and you, on the other, (ii) in connection therewith and with the process leading to such transaction BNPP and, if applicable, its affiliates, is acting solely as a principal and has not been, is not and will not be acting as an advisor, agent or fiduciary of you, your management, equity holders, creditors, affiliates or any other person and (iii) with respect to the transactions contemplated hereby or the process leading thereto BNPP and, if applicable, its affiliates, has not assumed (x) an advisory or fiduciary responsibility in favor of you or your affiliates (irrespective of whether BNPP or any of its affiliates has advised or is currently advising you or your affiliates on other matters (which, for the avoidance of doubt, includes acting as a financial advisor to the Borrower or any of its affiliates in respect of any transaction related hereto)) or (y) any other obligation except the obligations expressly set forth in this Engagement Letter. You further acknowledge and agree that (i) you are responsible for making your own independent judgment with respect to such transactions and the process leading thereto, (ii) you are capable of evaluating and understand and accept the terms, risks and conditions of the transactions contemplated hereby, and BNPP shall have no responsibility or liability to you with respect thereto, and (iii) BNPP is not advising the Borrower as to any legal, tax, investment, accounting, regulatory or any other matters in any jurisdiction, and you shall consult with your own advisors concerning such matters and you shall be responsible for making your own independent investigation and appraisal of the transactions contemplated hereby. Any review by BNPP or any of its affiliates of the Borrower, the Transactions or other matters relating to the Transactions will be performed solely for the benefit of BNPP and shall not be on behalf of the Borrower. The Borrower agrees that it will not claim that BNPP has rendered any advisory services or assert any claim against BNPP based on an alleged breach of fiduciary duty by BNPP in connection with this Engagement Letter and the Transactions or assert any claim based on any actual or potential conflict of interest that might be asserted to arise or result from the engagement of BNPP or any of its affiliates acting as a financial advisor to the Borrower or any of its affiliates, on the one hand, and the engagement of BNPP hereunder and the transactions contemplated hereby, on the other hand.

You further acknowledge that BNPP and its affiliates are full service securities or banking firms engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business BNPP and its affiliates may provide investment banking and other financial services to, and/or acquire, hold or sell, for their own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of, you, the Target and other companies with which you or the Target may have commercial or other relationships. With respect to any securities and/or financial instruments so held by BNPP, any of its affiliates or any of their respective customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion.

## 7. Confidentiality

You agree that you will not disclose, directly or indirectly, this Engagement Letter, the Fee Letter, or the contents of any of the foregoing to any person without the prior approval of BNPP, except that you may disclose (a) this Engagement Letter, the Fee Letter and the contents hereof and thereof (i) to your directors, officers, employees, affiliates, agents, attorneys, accountants and advisors who are directly involved in the consideration of this matter on a confidential and need-to-know basis and for whom you

shall be responsible for any breach by any one of them of this confidentiality undertaking, (ii) pursuant to the order of any court or administrative agency or in any legal, judicial or administrative proceeding or other compulsory process or otherwise as required by applicable law or regulations (in which case you shall promptly notify us, in advance, to the extent lawfully permitted to do so), (iii) in connection with the exercise of remedies to the extent relating to this Engagement Letter or the Fee Letter or the enforcement of any of your rights hereunder or thereunder, and (iv) upon the request or demand of any regulatory authority having jurisdiction over you or any of your affiliates (in which case you shall promptly notify us, in advance, to the extent lawfully permitted to do so), (b) the existence of this Engagement Letter (but not this Engagement Letter or the contents hereof or thereof) to any rating agency in connection with the Transactions, (c) information regarding the Facilities (but not any other portion of this Engagement Letter or the Fee Letter or the terms thereof, except, in the case of fees set forth therein, as part of generic disclosure regarding sources and uses (but without disclosing any specific fees, any “market flex” or any other economic term set forth therein)) to potential Lenders, (e) this Engagement Letter, the Fee Letter and the contents hereof and thereof as (but only to the extent) required by the Takeover Code, and (f) this Engagement Letter and the contents hereof (but not the Fee Letter or the contents thereof) to the Target, its subsidiaries and its and their respective directors, officers, employees, affiliates, agents, attorneys, accountants and advisors and controlling persons who are directly involved in the consideration of this matter on a confidential and need-to-know basis.

BNPP will treat all confidential information provided to it by or on behalf of you or the Target in connection with the Transactions confidentially and shall not publish, disclose or otherwise divulge, such information; provided that nothing herein shall prevent BNPP and its affiliates from disclosing any such information (a) pursuant to the order of any court or administrative agency or in any legal, judicial or administrative proceeding or otherwise as required by applicable law or regulation, subpoena or compulsory legal process or upon the request or demand of any regulatory authority (including any self-regulatory authority) or other governmental authority having jurisdiction over BNPP or any of its affiliates (in which case BNPP agrees (except with respect to any audit or examination conducted by bank accountants or any self-regulatory authority or governmental or regulatory authority exercising examination or regulatory authority), promptly and to the extent not prohibited by applicable law or regulation, to inform you promptly thereof prior to disclosure), (b) to the extent that such information becomes publicly available other than by reason of improper disclosure by BNPP or any of its affiliates in violation of any confidentiality obligations owing to you, the Target or any of your or its respective affiliates, (c) to the extent that such information is received by BNPP from a third party that is not, to BNPP’s knowledge, subject to contractual or fiduciary confidentiality obligations owing to you or the Target with respect to such information, (d) to the extent that such information is independently developed by BNPP or any of its affiliates without reliance on any other confidential information disclosed by or on behalf of Borrower or Target, (e) to BNPP’s affiliates and BNPP’s and its affiliates’ respective employees, directors, officers, independent auditors, attorneys, accountants, limited partners, lenders, investors, managed accounts, rating agencies, professional advisors and other experts or agents who need to know such information in connection with the transactions contemplated hereby and who are informed of the confidential nature of such information (with BNPP responsible for its affiliates’ compliance with this paragraph), (f) to the extent you shall have consented in advance to such disclosure in writing (which may include through electronic means), (g) to prospective Lenders, participants or assignees or any potential counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower or any of its subsidiaries or any of their respective obligations and, in each case, to their respective legal counsel and other professional advisors (collectively, “Prospective Parties”); provided that, (i) for purposes of clause (g) above, the disclosure of any such information to any Prospective Party shall be made subject to such Prospective Party’s written agreement to treat such information confidentially on substantially the terms set forth in this paragraph or pursuant to other customary confidentiality language in a “click-through” arrangement and (ii) notwithstanding anything to the contrary in this clause (g), no such disclosure shall be made to any Disqualified Institution, or (h) in

connection with the enforcement of our rights hereunder or under the Fee Letter or to establish a due diligence defense. If the Facilities close, BNPP's obligations under this paragraph shall terminate and be superseded by the confidentiality provisions in the definitive documentation for the Facilities. Otherwise, the provisions of this paragraph shall expire one year after the date hereof.

Nothing in this Section 7 shall prohibit any person or entity from voluntarily disclosing or providing any information within the scope of this confidentiality provision to any governmental, regulatory or self-regulatory organization (any such entity, a "Regulatory Authority") to the extent that any such prohibition on disclosure set forth in this confidentiality provision shall be prohibited by the laws or regulations applicable to such Regulatory Authority.

#### 8. Miscellaneous

Neither this Engagement Letter nor the Fee Letter shall be assignable by you without the prior written consent of BNPP nor by BNPP without the prior written consent of you (and any purported assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto and the Indemnified Persons and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and the Indemnified Persons.

This Engagement Letter may not be amended or waived except by an instrument in writing signed by you and BNPP. This Engagement Letter and the Fee Letter are the only agreements that have been entered into among us with respect to the Facilities and set forth the entire understanding of the parties with respect thereto.

This Engagement Letter may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Engagement Letter, the Fee Letter or any document to be signed in connection with this Engagement Letter and the Transactions shall be deemed to include Electronic Signatures (as defined below), 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. "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

This Engagement Letter shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York. The Borrower hereby irrevocably and unconditionally consents to the exclusive jurisdiction and venue of the United States District Court for the Southern District of New York, sitting in the Borough of Manhattan (or if such court lacks subject matter jurisdiction, the Supreme Court of the State of New York sitting in the Borough of Manhattan). Nothing in this Engagement Letter shall affect any right that BNPP may otherwise have to bring any action or proceeding relating to this Engagement Letter or the Fee Letter against the Borrower or its properties in the courts of any jurisdiction. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING BROUGHT BY OR ON BEHALF OF ANY PARTY ARISING OUT OF OR RELATING TO THIS ENGAGEMENT LETTER, THE FEE LETTER OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) AND (B) ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LEGAL PROCEEDING IN THE STATE OR FEDERAL COURTS LOCATED IN THE CITY OF NEW YORK, BOROUGH OF MANHATTAN.

BNPP hereby notifies you that pursuant to the requirements of the USA Patriot Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the “Patriot Act”) and 31 C.F.R. § 1010.230 (the “Beneficial Ownership Regulation”), it and its affiliates are required to obtain, verify and record information that identifies the Borrower and its subsidiary guarantors, which information includes the name, address, tax identification number and other information regarding the Borrower and its subsidiary guarantors that will allow BNPP to identify the Borrower and its subsidiary guarantors in accordance with the Patriot Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the Patriot Act and the Beneficial Ownership Regulation and is effective for BNPP and each of its affiliates.

The provisions of this Engagement Letter and the Fee Letter relating to syndication, compensation, limitation of liability, indemnification, settlement, affiliate activities, sharing of information, absence of fiduciary relationships, confidentiality (other than as provided in the last two sentences of Section 7 above), electronic signatures, governing law, waiver of jury trial and waiver of objection to the laying of venue shall remain in full force and effect regardless of whether definitive documentation relating to the Facilities shall be executed and delivered and notwithstanding the termination of this Engagement Letter; provided that your obligations under this Engagement Letter, other than those arising under the provisions relating to syndication help, information and confidentiality, shall automatically terminate and be superseded by the corresponding provisions of the definitive documentation relating to the Facilities upon the effectiveness thereof, and you shall automatically be released from all liability in connection therewith at such time.

Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Engagement Letter.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms of this Engagement Letter and the Fee Letter by returning to us executed counterparts of this Engagement Letter and of the Fee Letter not later than 5:00 p.m., New York City time, on February 12, 2026 (the “Expiration Time”). BNPP’s agreements herein will expire at the Expiration Time in the event BNPP has not received, in readable form, a complete copy of each of this Engagement Letter and the Fee Letter countersigned by you and with the date of your countersignature completed by you in accordance with the immediately preceding sentence. This Engagement Letter supersedes any and all prior versions hereof.

This Engagement Letter shall automatically terminate on February 25, 2026, unless the closing of the Facilities, on the terms and subject to the conditions contained herein and in the applicable definitive documentation relating to the Facilities, has been consummated on or before such date.

[Signature Pages Follow]

BNPP is pleased to have been given the opportunity to assist you in connection with this important financing.

Very truly yours,

BNP PARIBAS SECURITIES CORP.

By: [Redacted] \_\_\_\_\_  
Name: [Redacted]  
Title: Director

By: [Redacted] \_\_\_\_\_  
Name: [Redacted]  
Title: Vice President

BNP PARIBAS

By: [REDACTED]  
Name: [REDACTED]  
Title: Director

By: [REDACTED]  
Name: [REDACTED]  
Title: Vice President

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

NUVEEN, LLC

By:

Name:

Title: Chief Financial Officer