

THIS DEED of termination in relation to the Original CPPIB ECL is made on 1 August 2025

BETWEEN:

- (1) **CPP Investment Board Private Holdings (4) Inc.**, a federal corporation organised under the laws of Canada, whose registered office is at One Queen Street East, Suite 2500, Toronto, Ontario, M5C 2W5, Canada (the “**Investor**”); and
- (2) **MI METRON UK BIDCO LIMITED**, a private limited company incorporated in England and Wales whose registered office is at c/o Trustmoore (UK) Ltd, 120 Pall Mall, 4th Floor, London, United Kingdom, SW1Y 5EA with registered number 16506150 (“**Bidco**”).

WHEREAS:

- (A) The parties to this Deed entered into the Original CPPIB ECL on 23 June 2025.
- (B) The parties to this Deed now wish to terminate the Original CPPIB ECL on the terms of this Deed.

THE PARTIES AGREE as follows:

1. INTERPRETATION

- 1.1. Words and expressions defined in the Original CPPIB ECL shall have the same meanings when used in this Deed.

- 1.2. In this Deed:

“**Increased Offer Announcement**” means the announcement by or on behalf of Bidco of an offer for the entire issued and to be issued share capital of Spectris plc the terms of which represent an improvement to the terms included in the Original Offer Announcement;

“**Original CPPIB ECL**” means the equity commitment letter entered into between the parties to this Deed on 23 June 2025 in connection with the equity financing of the original offer as set out in the Original Offer Announcement; and

“**Original Offer Announcement**” means the announcement by Bidco on 23 June 2025 of an offer for the entire issued and to be issued share capital of Spectris plc pursuant to Rule 2.7 of the City Code on Takeovers and Mergers.

- 1.3. In this Deed, a reference to:

- (a) liability under, pursuant to or arising out of (or any analogous expression) any agreement, contract, deed or other instrument includes a reference to contingent liability under, pursuant to or arising out of (or any analogous expression) that agreement, contract, deed or other instrument;
- (b) a party being liable to another party, or to liability, includes, but is not limited to, any liability in equity, contract or tort (including negligence) or under the Misrepresentation Act 1967;
- (c) a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time before the date of this Deed and any subordinate legislation made under the statutory provision (as so modified or re enacted) before the date of this Deed;
- (d) a “person” includes a reference to any individual, firm, company, corporation or other body corporate, government, state or agency of a state or any joint venture, association or partnership, works council or employee representative body (whether or not having separate legal personality);

- (e) a person includes a reference to that person's legal personal representatives, successors and permitted assigns;
 - (f) a "party" is a reference to a party to this Deed and includes a reference to that party's legal personal representatives, successors and permitted assigns, and "parties to this Deed" and "parties" shall be construed accordingly;
 - (g) a clause, unless the context otherwise requires, is a reference to a clause of this Deed;
 - (h) (unless the context otherwise requires) the singular shall include the plural, and vice versa;
 - (i) one gender shall include each gender; and
 - (j) any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English legal term and to any English statute shall be construed so as to include equivalent or analogous laws of any other jurisdiction.
- 1.4. The ejusdem generis principle of construction shall not apply to this Deed. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words. Any phrase introduced by the terms "other", "including", "include" and "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.5. The headings in this Deed do not affect the interpretation of this Deed.

2. TERMINATION OF THE ORIGINAL CPPIB ECL

Subject the release of the Increased Offer Announcement and entry by the Investor and Bidco into a new equity commitment letter substantially on the same terms as the Original CPPIB ECL in respect of its portion of the equity financing for such increased offer:

- (a) the parties agree that the Original CPPIB ECL shall be terminated with effect from the date of this Deed and the Original CPPIB ECL shall be of no further force or effect from the date hereof; and
- (b) all of the rights and obligations of the parties under the Original CPPIB ECL, and any rights and obligations which under the terms of the Original CPPIB ECL would, but for this Deed, come into force on or after the termination of the Original CPPIB ECL, shall terminate as of the date hereof.

3. WARRANTIES

Each party warrants to each of the other parties that:

- (a) it has the legal right, full power and authority and all necessary consents and authorisations to enter into and perform its obligations under this Deed;
- (b) this Deed constitutes, or will when executed constitute, legal, valid and binding obligations on it in accordance with its terms; and
- (c) the execution and delivery of this Deed will not result in a breach of any applicable law or judgement, its constitutional documents or any other agreement.

4. **COUNTERPARTS**

This Deed may be entered into in any number of counterparts and by the parties on separate counterparts, all of which taken together shall constitute one and the same instrument.

5. **THIRD PARTY RIGHTS**

A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

6. **GOVERNING LAW AND JURISDICTION**

This letter agreement (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with the laws of England. Each of the parties hereto irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this letter agreement or its formation (including a dispute relating to any non-contractual obligation arising out of or in connection with this letter agreement) and, for these purposes, each such party irrevocably submits to the jurisdiction of the courts of England.

IN WITNESS of which this document has been executed as a deed and delivered on the date set out above.

**EXECUTED and DELIVERED as a DEED by
CPP INVESTMENT BOARD PRIVATE HOLDINGS (4) INC.**

Name:

[REDACTED]

Title:

[REDACTED]

[REDACTED]

Name:

[REDACTED]

Title:

[REDACTED]

**EXECUTED and DELIVERED as a DEED by
CPP INVESTMENT BOARD PRIVATE HOLDINGS (4) INC.**



Name: 

Title: 

Name: 

Title: 

EXECUTED and **DELIVERED** as a **DEED** by
MI METRON UK BIDCO LIMITED

[REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

**EXECUTED and DELIVERED as a DEED by
MI METRON UK BIDCO LIMITED**

Name: [REDACTED]

Title: [REDACTED]

[REDACTED]

Name: [REDACTED]

Title: [REDACTED]