

To: **Triley Bidco Limited** (“**Bidco**”, “**you**”, “**your**” or “**Company**”)

Attention: The Directors

From: HSBC Bank plc (the “**Interim Facility Agent**”), Barclays Bank PLC, Credit Suisse AG, London Branch, J.P. Morgan Securities PLC, and HSBC Bank plc (the “**Arrangers**”) (together with the Interim Facility Agent, “**we**”, “**us**” or “**our**”)

8 December 2021

Dear Sir/Madam

PROJECT CHARLEY – CONDITIONS PRECEDENT SATISFACTION LETTER

We refer to (i) the commitment letter dated on or about the date of this letter (including the appendices thereto) from the Bookrunners, Underwriters and the Mandated Lead Arrangers (each term as defined therein) to the Company (the “**Commitment Letter**”); and (ii) the interim facilities agreement dated on or about the date of this letter, relating to the Acquisition (the “**Interim Facilities Agreement**”).

We write to you in our respective capacities as Interim Facility Agent and Arrangers under the Interim Facilities Agreement. For the avoidance of doubt and without prejudice to Clauses 25.2 (*Transfers by Interim Lenders*) and 18.10 (*Resignation of the Interim Facility Agent*) of the Interim Facilities Agreement, the confirmations given in this letter are given by us for ourselves in these capacities and not on behalf of any other arranger, underwriter or lender or any security agent, facility agent or other party which may be appointed in connection with the Interim Facilities from time to time or in any other capacity.

Terms and expressions defined in the Interim Facilities Agreement and the Commitment Letter shall, unless the context otherwise requires, have the same meaning when used in this letter.

We refer to paragraph (a)(i) and (ii) of Clause 3 (*The Making of the Interim Utilisations*) and Schedule 3 (*Conditions Precedent*) to the Interim Facilities Agreement.

1. We confirm that:

- (a) we have received all of the documents and evidence referred to in paragraphs 1 (*Obligors*), 2 (*Security Documents*), 5 (*Legal Opinions*), 8 (*KYC*), 11(a) (*Fees*), and 12 (*Permitted Transferee List*) of Schedule 3 (*Conditions Precedent*) to the Interim Facilities Agreement and the conditions precedent described therein are irrevocably satisfied in respect of the Borrower and the Parent (as applicable);
- (b) the conditions precedent set out in paragraph 10 of Schedule 3 (*Conditions Precedent*) to the Interim Facilities Agreement is in agreed form on the terms set out in the Interim Facilities Agreement and such condition precedent shall be irrevocably satisfied upon delivery of the executed version of such agreed form and attaching the required documentation on the terms set out in the Interim Facilities Agreement;
- (c) provided that the relevant conditions precedent referred to in paragraphs (c)(i) to (c)(iii) below are in substance substantially the same as the last version or draft (as applicable) provided to the Arrangers prior to the date of the Commitment Letter, save, in each case, for any changes (A) to reflect the terms of or contemplated by the Commitment Documents, (B) which (taken as a whole) are not materially adverse to the interests of the Interim Lenders (taken as a whole) under the Interim Documents, (C) which are

approved by the Arrangers (if required pursuant to the Interim Facilities Agreement) and the Majority Interim Senior Secured Lenders or the Majority Interim Second Lien Facility Lenders (as applicable) (in each case, such approval not to be unreasonably withheld, delayed or made subject to any condition) or (D) which arise in connection with a change in the Acquisition, the Obligors, the Interim Documents or the structure of the Acquisition or the Obligors or any increase in or reduction in any commitment, the Interim Facilities, equity or debt investment or financial indebtedness of the Group or the Target Group (including a decision not to refinance all or part of such debt) *provided that*, in the case of this sub-paragraph (D), such change is permitted or otherwise agreed in accordance with the terms of the Commitment Documents or the Interim Facilities Agreement or is consented to (such consent not to be unreasonably withheld, delayed or made subject to any condition) by the Majority Interim Senior Secured Lenders or the Majority Interim Second Lien Facility Lenders (as applicable), we have received:

- (i) the Reports referred to in paragraph 3 (*Reports*) of Schedule 3 (*Conditions Precedent*) to the Interim Facilities Agreement and the relevant conditions precedent described therein are irrevocably satisfied;
 - (ii) the Structure Memorandum and Group Structure Chart referred to in paragraphs 4 (*Structure Memorandum*) and 9 (*Group Structure Chart*) (respectively) of Schedule 3 (*Conditions Precedent*) to the Interim Facilities Agreement and the relevant conditions precedent described therein are irrevocably satisfied; and
 - (iii) the Base Case Model referred to paragraph 6 (*Base Case Model*) of Schedule 3 (*Conditions Precedent*) to the Interim Facilities Agreement and the relevant condition precedent described therein is irrevocably satisfied;
- (d) provided that the Rule 2.7 Announcement referred to in paragraph 7 (*Rule 2.7 Announcement*) of Schedule 3 (*Conditions Precedent*) to the Interim Facilities Agreement is in form and substance substantially the same as the last version or draft (as applicable) received by the Arrangers prior to the date of the Commitment Letter, save for any changes which are not materially adverse to the interests of the Interim Lenders (taken as a whole) under the Interim Documents, the Rule 2.7 Announcement referred to in paragraph 7 (*Rule 2.7 Announcement*) of Schedule 3 (*Conditions Precedent*) to the Interim Facilities Agreement is in agreed form on the terms set out in the Interim Facilities Agreement and such condition precedent described therein shall be irrevocably satisfied upon the delivery of the final form of such agreed form;
- (d) the condition precedent referred to in paragraph 11(b) (*Fees*) of Schedule 3 (*Conditions Precedent*) to the Interim Facilities Agreement shall be irrevocably satisfied upon the delivery of a Drawdown Request or the Funds Flow Statement referencing the payment of fees which are due and payable under the Fee Letters to the relevant Interim Finance Parties (excluding legal fees) on or prior to the Initial Closing Date in form and substance satisfactory to all Parties; and
- (e) the condition precedent referred to in paragraph 13 (*Funds Flow Statement*) of Schedule 3 (*Conditions Precedent*) to the Interim Facilities Agreement is not required to be in form and substance satisfactory to us and therefore shall be irrevocably satisfied upon the delivery of the Funds Flow Statement on or prior to the Initial Closing Date.
2. We further confirm, in our respective capacities as Interim Facility Agent and Arrangers, that the confirmations set out in paragraph 1 above with respect to any conditions precedent referred to therein (the “**Relevant Condition Precedent**”) will apply *mutatis mutandis* to any conditions

precedent to be set out in the Senior Facilities Agreement and/or the Second Lien Facility Agreement, which is the same as or substantially similar to that Relevant Condition Precedent.

3. This letter is given for the sole benefit of the addressees to this letter and for the sole purpose of confirming the status of certain conditions precedent specified above as at the date hereof. This letter may not be disclosed to, or relied upon by, any other person (except for any other Interim Finance Party as at the date of this letter) save that you may disclose this letter on a confidential and non-reliance basis (a) to your Affiliates and your and their officers, directors, agents, employees and professional advisors, (b) to the Sponsor or any actual or potential investor in the Parent (or any of its direct or indirect holding companies) and the management team, (c) to the vendors of the Target Group and/or (prior to the Initial Closing Date) the Target and their advisers on a “need to know” basis, or (d) with our prior written consent (such consent not to be unreasonably withheld or delayed).
4. This letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
5. Each of the parties to this letter agrees that the courts of England have exclusive jurisdiction to settle any disputes in connection with this letter and any non-contractual obligation arising out of or in connection with it and each of the parties to this letter accordingly submits to the jurisdiction of the English courts.
6. This letter may be executed in any number of counterparts and all those counterparts taken together shall be deemed to constitute one and the same letter. Delivery of a counterpart of a letter by email attachment shall be an effective mode of delivery.
7. Except as otherwise expressly provided in this letter, the terms of this letter may be enforced only by a party hereto and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

Yours faithfully,

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For and on behalf of

HSBC BANK PLC in its capacity as Interim Facility Agent



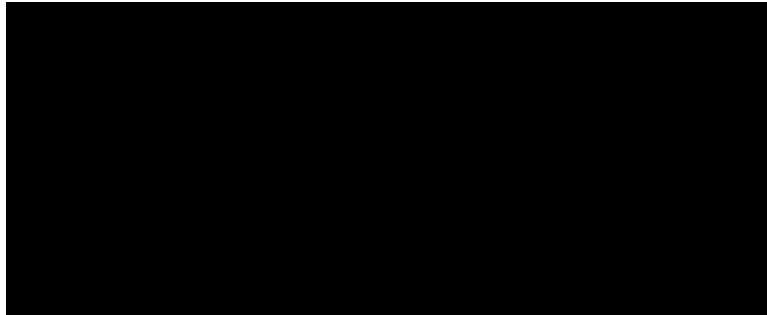
Title: _____

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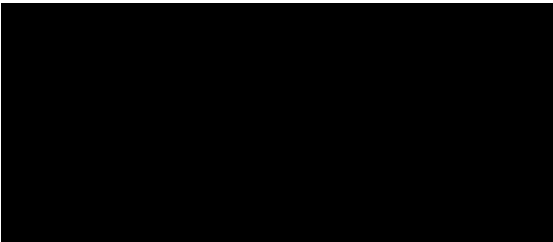
Attention:



For and on behalf of
BARCLAYS BANK PLC in its capacity as Arranger



Title: Managing Director

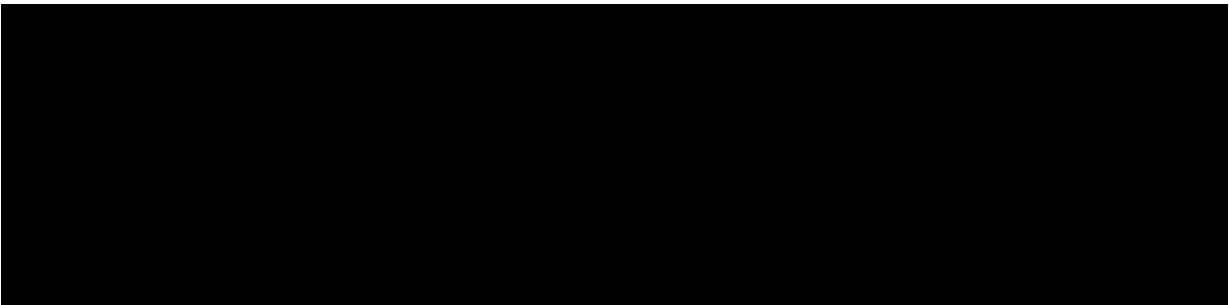


For and on behalf of

CREDIT SUISSE AG, LONDON BRANCH in its capacity as Arranger



Title: _____



For and on behalf of
HSBC BANK PLC in its capacity as Arranger



For and on behalf of

J.P. MORGAN SECURITIES PLC in its capacity as Arranger

