

TRANSFER CERTIFICATE

To: **HSBC BANK PLC** as Interim Facility Agent

From: **BARCLAYS BANK PLC, CREDIT SUISSE AG, LONDON BRANCH, HSBC BANK PLC and JPMORGAN CHASE BANK, N.A., LONDON BRANCH** and (solely for the purposes of the transfer of the Interim Facility B (GBP) Commitments next to its name in the Schedule to NWB (as defined below)) **NATWEST MARKETS PLC** (“NWM”) (each an “**Existing Interim Lender**”, and collectively, the “**Existing Interim Lenders**”)

NATIONAL WESTMINSTER BANK PLC (“NWB”) and **NATWEST MARKETS PLC** (each a “**New Interim Lender**”, and collectively, the “**New Interim Lenders**”)

Dated: 10 January 2022

Triley Bidco Limited – Interim Facilities Agreement dated 8 December 2021 (as amended and/or restated from time to time) (the “Interim Facilities Agreement”)

1. We refer to the Interim Facilities Agreement. This is a transfer certificate for the purposes of the Interim Facilities Agreement (the “**Transfer Certificate**”). Terms defined in the Interim Facilities Agreement have the same meaning in this Transfer Certificate unless given a different meaning in this Transfer Certificate.
2. We refer to Clause 25.2 (*Transfers by Interim Lenders*) of the Interim Facilities Agreement:
 - (a) each Existing Interim Lender and each New Interim Lender agree to each Existing Interim Lender transferring to each New Interim Lender all or part of each Existing Interim Lender's respective Interim Facility Commitments, rights and obligations referred to in the Schedule in accordance with Clause 25.2 (*Transfers by Interim Lenders*) of the Interim Facilities Agreement (the “**Transferred Rights and Obligations**”);
 - (b) the transfer by NWM of the Interim Facility B (GBP) Commitments next to its name in the schedule to NWB will occur immediately following the transfer to NWM of the Interim Facility B (GBP) Commitments next to its name from the other Existing Lenders;
 - (c) the proposed Transfer Date is the date of this Transfer Certificate; and
 - (d) the Facility Office and address, email address and attention details for notices of each New Interim Lender for the purposes of Clause 21.1 (*Mode of service*) of the Interim Facilities Agreement are set out beneath its respective name in the signature pages to this Transfer Certificate.
3. Each New Interim Lender expressly acknowledges the limitations on the Existing Interim Lender's obligations set out in paragraph (c) of Clause 25.6 (*Limitation of Responsibility of Existing Interim Lenders*) of the Interim Facilities Agreement.
4. Each New Interim Lender confirms, for the benefit of the Interim Facility Agent and without liability to the Obligor or the Parent, that it is:
 - (a) not a Qualifying Lender;
 - (b) a Qualifying Lender (other than a Treaty Lender); or
 - (c) a Treaty Lender,

as specified next to its name in the Schedule.

5. The Company, each Existing Interim Lender and each New Interim Lender agree (as applicable), as follows:
 - (a) the Company, consents to each transfer in accordance with this Transfer Certificate for the purposes of paragraph (b) of Clause 25.2 (*Transfers by Interim Lenders*) of the Interim Facilities Agreement;
 - (b) the Company releases each Existing Interim Lender from its obligations set out in paragraphs (b) and (h) of Clause 25.2 (*Transfers by Interim Lenders*) of the Interim Facilities Agreement, in respect of its Transferred Rights and Obligations under this Transfer Certificate only, *provided that* for the avoidance of doubt, each Existing Interim Lender will continue to be bound by paragraphs (b) and (h) of Clause 25.2 (*Transfers by Interim Lenders*) of the Interim Facilities Agreement in respect of its Interim Commitments that do not constitute Transferred Rights and Obligations under this Transfer Certificate;
 - (c) each New Interim Lender agrees and acknowledges that it shall be bound by the obligations set out in the Interim Facilities Agreement (including, for the avoidance of doubt, under paragraphs (b) and (h) of Clause 25.2 (*Transfers by Interim Lenders*)) in respect of its Transferred Rights and Obligations as if such New Interim Lender had been an Original Interim Lender;
 - (d) the Company confirms as of the Transfer Date there is no list agreed between the Arrangers and the Company identifying the suppliers to the Group; and
 - (e) on the Transfer Date, each New Lender shall become a Party as an Interim Lender.
6. In consideration of each New Interim Lender (the “**Acceding Arrangers**”) becoming an Interim Lender:
 - (a) each Acceding Arranger confirms that, as of the Transfer Date, it intends to be party to the Interim Facilities Agreement as an Arranger and undertakes to perform all the obligations expressed in the Interim Facilities Agreement to be assumed by an Arranger and agrees that it shall be bound by all the provisions of the Interim Facilities Agreement, as if it had been an original party to the Interim Facilities Agreement; and
 - (b) the Company agrees to each Acceding Arranger being an Arranger for all purposes under the Interim Facilities Agreement.
7. The Company is a party to this Transfer Certificate solely to provide the waivers and consents set out in paragraphs 5 and 6.
8. Each New Lender confirms that it is not:
 - (a) a Sponsor Affiliate;
 - (b) a competitor of any member of the Group (other than any affiliate, investment fund, managed account, proprietary investing, general-purpose lending or flow trading operation of a competitor or of an affiliate of a competitor, in each case, that is engaged in the business of arranging or underwriting debt obligations or of investing in, trading in, or managing debt obligations in the primary or secondary market similar to those of the Borrower and which is managed and/or operated separately from any competitor’s business);

- (c) a person that is (or would, upon becoming an Interim Lender, be) a defaulting lender;
or
 - (d) a person (including an Affiliate of such person) whose principal business or material activity is in investment strategies whose primary purpose is (i) the purchase of loans or other debt securities with the intention of (or view to) owning the equity or gaining control of a business (directly or indirectly) and/or (iii) investing in equity and/or acquiring control of, or an equity stake in, a business (directly or indirectly).
9. Save as expressly contemplated herein, nothing in this Transfer Certificate shall constitute or be deemed to constitute a waiver or release of any right or remedy of an Interim Finance Party under any of the Interim Documents, nor otherwise prejudice any right or remedy of an Interim Finance Party under the Interim Documents.
10. This Transfer Certificate 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 Transfer Certificate.
11. This Transfer Certificate and any non-contractual obligations arising out of or in connection with it are governed by English law.
12. This Transfer Certificate has been entered into on the date stated at the beginning of this Transfer Certificate.

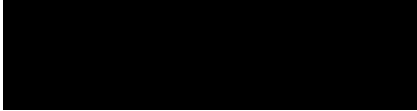
Note: The execution of this Transfer Certificate may not transfer a proportionate share of the Existing Interim Lender's interest in the Interim Security in all jurisdictions. It is the responsibility of the New Interim Lender to ascertain whether any other documents or other formalities are required to perfect a transfer of such a share in the Existing Interim Lender's Interim Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

SCHEDULE

<i>Existing Interim Lender</i>	<i>New Interim Lender Name</i>	Interim Facility B (EUR) Commitment to be transferred (GBP) (EUR equivalent))	Interim Facility B (GBP) Commitment to be transferred (GBP)	Interim Second Lien Facility Commitment to be transferred (GBP (EUR equivalent))	Interim Revolving Facility Commitment to be transferred (GBP)
Barclays Bank PLC	National Westminster Bank Plc – <i>Qualifying Lender</i> in respect of an Obligor whose tax jurisdiction is the United Kingdom	-	3,750,000	-	937,500
Credit Suisse AG, London Branch		-	5,625,000	-	1,406,250
HSBC Bank plc		-	3,750,000	-	937,500
JPMorgan Chase Bank, N.A., London Branch		-	5,625,000	-	1,406,250
NatWest Market Plc		-	1,250,000	-	-
Total:		-	20,000,000	-	4,687,500
<i>Existing Interim Lender</i>	<i>New Interim Lender Name</i>	Interim Facility B (EUR) Commitment to be transferred (GBP (EUR equivalent))	Interim Facility B (GBP) Commitment to be transferred (GBP)	Interim Second Lien Facility Commitment to be transferred (GBP (EUR equivalent))	Interim Revolving Facility Commitment to be transferred (GBP)
Barclays Bank PLC	NatWest Markets Plc – <i>[Qualifying Lender]</i> in respect of an Obligor whose tax jurisdiction is the United Kingdom	4,500,000	3,125,000	1,750,000	-
Credit Suisse AG, London Branch		6,750,000	4,687,500	2,625,000	-
HSBC Bank plc		4,500,000	3,125,000	1,750,000	-
JPMorgan Chase Bank, N.A., London Branch		6,750,000	4,687,500	2,625,000	-
Total:		22,500,000	15,625,000	8,750,000	-

THE EXISTING INTERIM LENDERS

BARCLAYS BANK PLC
as Existing Interim Lender



Name: 

Title: 

CREDIT SUISSE AG, LONDON BRANCH
as Existing Interim Lender



Name:

Title:



HSBC BANK PLC

as Existing Interim Lender

Nam

Title:

A large black rectangular redaction box covers the signature area, obscuring the name and title of the signatory.

JPMORGAN CHASE BANK N.A., LONDON BRANCH
as Existing Interim Lender




Name:

Title:



NATIONAL WESTMINSTER BANK PLC
as New Interim Lender

Name
Title

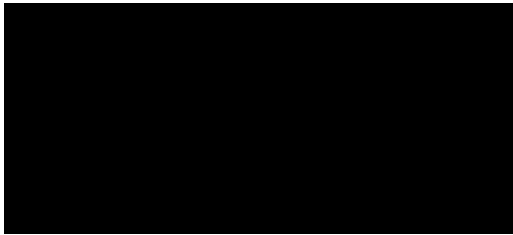


Notice Details:

Address:

Email:

Attention:



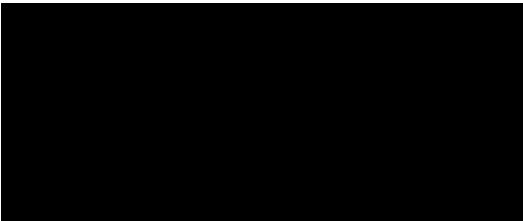
NATWEST MARKETS PLC
as New Interim Lender

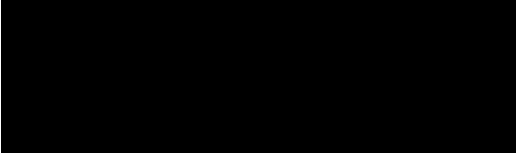
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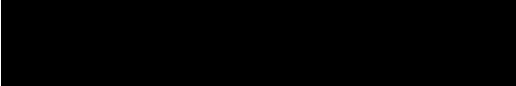
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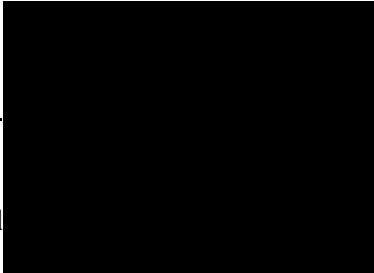
Attention: 

This Transfer Certificate is accepted and agreed by the Company for the purposes of paragraphs 5 and 6 hereof.

For an on behalf of
TRILEY BIDCO LIMITED
as Company

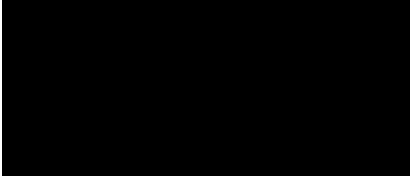
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This Transfer Certificate is accepted by the Interim Facility Agent and the Transfer Date is confirmed as 10 January 2022.

For an on behalf of
HSBC BANK PLC
as Interim Facility Agent



Name: 

Title: 