

From: TRILEY BIDCO LIMITED as bidco (“**Bidco**”)

TRILEY MIDCO 2 LIMITED as the new party (the “**New Party**”)

To: EACH CREDIT PARTY SIGNING BELOW

HSBC BANK PLC as Interim Facility Agent under and as defined in the Interim Facilities Agreement

3 March 2022

Dear Sirs/Madams

Triley Midco 2 Limited – Accession and Amendment Letter

1 Introduction

1.1 We refer to:

- (a) the commitment letter dated 14 January 2022 between, among others, Triley Bidco Limited as the company and Barclays Bank PLC, Credit Suisse AG, London Branch, HSBC Bank plc, Investec Bank plc, J.P. Morgan Securities plc, National Westminster Bank Plc and NatWest Markets Plc as mandated lead arrangers (as amended, restated and/or supplemented from time to time) (the “**Commitment Letter**”); and
- (b) the interim facilities agreement dated 8 December 2021 between, among others, Triley Bidco Limited as the company and HSBC Bank plc as interim facility agent (as amended, restated and/or supplemented from time to time) (the “**Interim Facilities Agreement**”).

1.2 Capitalised terms defined in the Commitment Letter and/or Interim Facilities Agreement (as applicable) have the same meanings when used in this letter unless stated otherwise. In this letter:

“**Effective Date**” means the date on which the Interim Facility Agent and the Arrangers confirm receipt of all of the documents and evidence set out in Schedule 1 (*Conditions Precedent to Effective Date*) to this letter in form and substance satisfactory to the Interim Facility Agent and the Arrangers (in each case, acting reasonably) and provided that each of the Interim Facility Agent and the Arrangers shall make such confirmation promptly upon being so satisfied.

2 Accession to Commitment Letter

2.1 Reference is made to paragraphs 18.2 and 18.3 of the Commitment Letter.

2.2 Bidco confirms that the New Party is an Affiliate of Bidco, and established, owned and controlled (directly or indirectly) by the Triton Investors and each of the Credit

Parties confirms that it has completed or otherwise waived all applicable anti money laundering requirements and know your customer requirements on the New Party.

- 2.3 With effect from, and including, the Effective Date, Bidco assigns, transfers and novates all of its rights and obligations under the Commitment Documents to the New Party, and joins the New Party to the Commitment Documents (as amended pursuant to paragraph 3 (*Confirmations*) below) in the capacity of “Company” and “Borrower”, and:
- (a) the New Party shall, assume all obligations and liabilities of Bidco, and perform Bidco’s relevant obligations under the Commitment Documents and be bound by the terms of the Commitment Documents as if the New Party had been an original party to the Commitment Documents;
 - (b) Bidco will, to the extent such obligations and liabilities are assumed by the New Party, be irrevocably and unconditionally released and discharged from all obligations and liabilities and any further performance, liabilities, claims and demands under the Commitment Documents howsoever arising (whether past, present, future or contingent) and we will accept the liability of the New Party in place of Bidco under the Commitment Documents;
 - (c) the Commitment Documents shall be amended such that Bidco shall be, and shall be deemed to be a Guarantor and an Original Obligor under the Commitment Documents;
 - (d) all applicable references to the Company (howsoever referenced) in the Commitment Documents shall be construed to refer to or to include the New Party; and
 - (e) all applicable references to Guarantor and Original Obligor in the Commitment Documents shall be construed to include Bidco.

3 Amendments and Confirmations

- 3.1 For the avoidance of doubt, by executing this letter, each party hereto consents to, agrees and confirms that as at, and with effect from, and including, the Effective Date:
- (a) notwithstanding clause 25.1 (*No Transfers by Obligors*) of the Interim Facilities Agreement, Bidco assigns, transfers and novates all its rights and obligations under the Interim Documents to the New Party and the New Party assumes and shall perform all obligations and liabilities of Bidco under the Interim Documents, and all references to the “Company” or “Borrower” (howsoever referenced) shall be construed to refer to and include the New Party as if the New Party had been an original party to the Interim Documents (save as otherwise set out below);
 - (b) the Interim Documents shall be amended such that Bidco shall be, and shall be deemed to be a Guarantor under the Interim Facilities Agreement and the Interim Documents as if it had signed up to the Interim Documents as an original party to the Interim Documents as a Guarantor and Obligor;

- (c) the Interim Facilities Agreement shall be amended such that references to the “Borrower” in the definitions of Major Event of Default, Major Representation and Major Undertaking in Schedule 1 (*Definitions and Interpretation*) to the Interim Facilities Agreement shall be construed to refer to Borrower and Bidco; and
 - (d) the Interim Facilities Agreement shall be amended such that where the term “Borrower” or “Company” is used with respect to acquiring, holding, or disposing of the shares in the Target, such reference shall be to Bidco instead, including:
 - (i) the definitions of “Acquisition”, “Final Closing Date”, “Maximum Interim Facility Utilisation Condition”, “Offer”, “Offer Documents”, “Rule 2.7 Announcement”, “Scheme Documents”, “Squeeze-Out Procedure” in Schedule 1 (*Definitions and Interpretation*) to the Interim Facilities Agreement; and
 - (ii) paragraph (b) of Clause 3 (*Disposals*) of Part 2 (*Major Undertakings*) of Schedule 4 (*Further Provisions*) to the Interim Facilities Agreement;
 - (e) the Interim Facilities Agreement shall be amended such that where the term “Company” is used in Clause 8 (*Conduct of Offer and/or Scheme*) of Part 2 (*Major Undertakings*) of Schedule 4 (*Further Provisions*) to the Interim Facilities Agreement, such reference is to the Company and Bidco;
 - (f) Schedule 3 (*Conditions Precedent*) to the Interim Facilities Agreement shall be replaced in its entirety and replaced with Schedule 2 (*Conditions Precedent*) to this letter;
 - (g) no actual or anticipated breach or default has arisen or shall arise in relation to paragraph (k) of Clause 24 (*Representations and Warranties; Undertakings*) of the Interim Facilities Agreement with respect to the accession contemplated under paragraph 2 (*Accession to Commitment Letter*) above; and
 - (h) no Change of Control has arisen or shall arise for the purposes of the Interim Facilities Agreement in connection with the accession contemplated under paragraph 2 (*Accession to Commitment Letter*) above.
- 3.2 On the Effective Date, each Obligor and Third Party Security Provider makes the representations set out in Part 1 (*Major Representations*) of Schedule 4 (*Further Provisions*) to the Interim Facilities Agreement.

4 Miscellaneous

- 4.1 This letter may be executed in any number of counterparts and by different parties thereto in separate counterparts, each of which, when so executed, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same letter.
- 4.2 Nothing in this letter will be construed as a release, waiver or amendment of any provision of any Commitment Document or any Interim Document other than as

expressly provided in Clause 2 (*Accession to Commitment Letter*) with respect to the Commitment Documents, and Clause 3 (*Amendments and Confirmations*) with respect to the Interim Documents, and each of the Parent, Bidco and New Party confirms that the provisions of such Commitment Documents and Interim Documents shall continue in full force and effect.

- 4.3 Upon countersignature by the Interim Facility Agent, this letter is an Interim Document for the purposes of the Interim Facilities Agreement.
- 4.4 The provisions of Clause 21 (*Notices*), Clause 28 (*Miscellaneous*), Clause 29 (*Governing Law*) and Clause 30 (*Jurisdiction*) of the Interim Facilities Agreement shall apply to this letter as though they were set out in a full in this letter except that references to the "Interim Facilities Agreement" or "this Agreement" are to be construed as references to this letter.

This letter has been executed as a deed by Bidco, the New Party and the Parent and shall take effect as a deed notwithstanding the fact that the other parties hereto have executed this letter under hand.

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Schedule 1
Conditions Precedent to Effective Date

1. New Party

- (i) A copy of the certificate of incorporation and constitutional documents of the New Party;
- (ii) A copy of the resolution of the board of directors or managers or equivalent body (as applicable) of the New Party approving the Interim Documents to which it is a party;
- (iii) A copy of a resolution signed by all of the holders of all the issued shares of the New Party approving the Interim Documents to which such it is a party;
- (iv) Specimen signatures for the person(s) authorised in the resolutions referred to in (ii) above to execute this letter and any other Interim Documents;
- (v) Customary formalities certificates from the New Party certifying that (a) each document specified in paragraphs (i) and (ii) above is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the Effective Date and (b) the borrowing, guaranteeing or securing (as appropriate) of the Total Interim Commitments under this Agreement would not cause any borrowing, guarantee, security or similar limit (as applicable) binding on it to be exceeded; and
- (vi) In respect of the New Party and Bidco either: (a) a certificate of the New Party confirming (i) compliance by each member of the Group with any notice received pursuant to Part 21A of the Companies Act 2006 under the people with significant control regime (the PSC Regime) from each Obligor and (ii) no issue of a "warning notice" or "restrictions notice" (in each case as defined in Schedule 1B of the Companies Act 2006) under the PSC Regime in respect of those shares, together with a copy of such company's "PSC register" (within the meaning of section 790C(10) of the Companies Act 2006); or (b) a certificate of the New Party confirming that such Obligor is not required to comply with the PSC Regime.

2. Parent and Bidco

Customary formalities certificates from the Parent and Bidco confirming that the documents provided to the Interim Facility Agent on 8 December 2021 pursuant to paragraph 1 of Schedule 3 (*Conditions Precedent*) of the Interim Facilities Agreement are correct, complete and in full force and effect and has not been amended or superseded prior to the Effective Date.

3. Security Documents

A copy of each of the following Interim Security Documents, each duly executed by the Third Party Security Providers and the relevant Obligors:

<u>Entity</u>	<u>Security Document</u>	<u>Governing law of document</u>
Parent	Share charge over the shares in the New Party	English law

Entity	Security Document	Governing law of document
Parent	Pledge of intra-group receivables in respect of any structural loans made by the Parent to the New Party or any other member of the Group	English law
New Party	Pledge of intra-group receivables in respect of any structural loans made by the New Party to Bidco, the Target or any other member of the Group, material bank accounts of the New Party, any shares it owns in Bidco and any Obligor and a floating charge over all or substantially all of its assets	English law
Bidco	Pledge of intra-group receivables in respect of any structural loans made by Bidco to the Target or any other member of the Group, material bank accounts of Bidco, any shares it owns in any Obligor and, from the Initial Closing Date, the Target, and a floating charge over all or substantially all of its assets	English law

4. Structure Memorandum

A copy of a report prepared by Ernst & Young LLP in respect of the tax structuring relating to the Acquisition (the “**Structure Memorandum**”), provided that, the Structure Memorandum will be regarded as received and satisfied, and the applicable condition precedent will be satisfied, if the Structure Memorandum is in substance substantially the same as the last version or draft (as applicable) provided to the Arrangers prior to the date of this letter, save, in each case, for any changes (i) to reflect the terms of or contemplated by the Commitment Documents (as defined in the Commitment Letter), (ii) which (taken as a whole) are not materially adverse to the interests of the Interim Lenders (taken as a whole) under the Interim Documents, (iii) which are approved by 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 (iv) 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 (iv), such change is permitted or otherwise agreed in accordance with the terms of the Commitment Documents or this 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).

5. Legal opinions

The Interim Facility Agent shall have received a legal opinion from Latham & Watkins LLP (English law counsel to the Interim Lenders), as to matters of English law in relation

to the relevant Interim Documents and as to capacity matters in relation to the Parent and each Obligor incorporated in England & Wales.

Schedule 2

Conditions Precedent

The following documents shall have been delivered to the Interim Facility Agent (where applicable) in form and substance reasonably satisfactory to, or otherwise waived by, the Interim Facility Agent or the Arrangers or the relevant Interim Lenders (as applicable) (in each case acting reasonably), unless otherwise specified:

1. Obligors

- (a) A copy of the certificate of incorporation and constitutional documents of the Third Party Security Provider and each Original Obligor;
- (b) A copy of the resolution of the board of directors or managers or equivalent body (as applicable) of the Third Party Security Provider and each Original Obligor approving the Interim Documents to which it is a party;
- (c) A copy of a resolution signed by all of the holders of all the issued shares of each Original Obligor and the Third Party Security Provider approving the Interim Documents to which such Original Obligor is a party;
- (d) A Specimen signatures for the person(s) authorised in the resolutions referred to in (b) above to execute the Interim Documents;
- (e) Customary formalities certificates from the Third Party Security Provider and each Original Obligor certifying that (i) each document specified in paragraphs (a) and (b) above is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of the accession and amendment letter in relation to this Agreement dated 3 March 2022 (the “**Accession and Amendment Letter**”) and (ii) the borrowing, guaranteeing or securing (as appropriate) of the Total Interim Commitments under this Agreement would not cause any borrowing, guarantee, security or similar limit (as applicable) binding on it to be exceeded; and
- (f) In respect of the Company and Bidco either: (a) a certificate of the Company confirming (i) compliance by each member of the Group with any notice received pursuant to Part 21A of the Companies Act 2006 under the people with significant control regime (the PSC Regime) from such Obligor and (ii) no issue of a "warning notice" or "restrictions notice" (in each case as defined in Schedule 1B of the Companies Act 2006) under the PSC Regime in respect of those shares, together with a copy of such company's "PSC register" (within the meaning of section 790C(10) of the Companies Act 2006); or (b) a certificate of the Company confirming that such Obligor is not required to comply with the PSC Regime.

2. Security Documents

A copy of each of the following Interim Security Documents, each duly executed by the Third Party Security Provider and the relevant Obligor:

Entity	Security Document	Governing law of document
Parent	Share charge over the shares in the Company	English law
Parent	Pledge of intra-group receivables in respect of any structural loans made by	English law

Entity	Security Document	Governing law of document
	the Parent to the Company or any other member of the Group	
Company	Pledge of intra-group receivables in respect of any structural loans made by the Company to Bidco, the Target or any other member of the Group, material bank accounts of the Company, any shares it owns in Bidco and any Obligor and a floating charge over all or substantially all of its assets	English law
Bidco	Pledge of intra-group receivables in respect of any structural loans made by Bidco to the Target or any other member of the Group, material bank accounts of Bidco, any shares it owns in any Obligor and, from the Initial Closing Date, the Target, and a floating charge over all or substantially all of its assets	English law

3. Reports

A copy of each of the following reports (collectively and including the Structure Memorandum (as defined below), the “**Reports**”):

- (a) a legal due diligence report, entitled “*Project Charley Supplementary Legal Due Diligence Report*”, dated 5 December 2021, prepared by White & Case LLP;
- (b) a commercial due diligence report (services report), entitled “*Project Charley – Final Report*”, dated 29 November 2021, prepared by McKinsey & Company;
- (c) a commercial due diligence report (products report), entitled “*IQVIA Project Charley Phase 3 Final Read-out*”, dated 29 November 2021, prepared by IQVIA;
- (d) a financial due diligence report, entitled “*Financial Due Diligence Report*”, dated 29 November 2021, prepared by PwC;
- (e) a tax due diligence report, entitled “*Project Charley Tax Due Diligence Report*”, dated 1 December 2021, prepared by Ernst & Young LLP;
- (f) an ESG due diligence report, entitled “*Project Charley ESG Due Diligence Assessment*”, dated 30 November 2021, prepared by ERM; and
- (g) an insurance due diligence report, entitled “*Project Charley Red Flags Insurance Due Diligence Report*”, dated 29 November 2021, prepared by Howden,

provided that, in each case, a Report will be regarded as received and satisfied, and the applicable condition precedent will be satisfied, if the relevant Report is 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 (as defined in the Commitment Letter), (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 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 this 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).

4. **Structure Memorandum**

A copy of a report prepared by Ernst & Young LLP in respect of the tax structuring relating to the Acquisition (the “**Structure Memorandum**”), *provided that*, the Structure Memorandum will be regarded as received and satisfied, and the applicable condition precedent will be satisfied, if the Structure Memorandum is in substance substantially the same as the last version or draft (as applicable) provided to the Arrangers prior to the date of the Accession and Amendment Letter, save, in each case, for any changes (i) to reflect the terms of or contemplated by the Commitment Documents (as defined in the Commitment Letter), (ii) which (taken as a whole) are not materially adverse to the interests of the Interim Lenders (taken as a whole) under the Interim Documents, (iii) which are approved by 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 (iv) 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 (iv), such change is permitted or otherwise agreed in accordance with the terms of the Commitment Documents or this 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).

5. **Legal Opinions**

The Interim Facility Agent shall have received a legal opinion from Latham & Watkins LLP (English law counsel to the Interim Lenders), as to matters of English law in relation to the relevant Interim Documents and as to capacity matters in relation to the Third Party Security Provider and each Obligor incorporated in England & Wales.

6. **Base Case Model**

The financial model relating to the Borrower and its subsidiaries as at the Final Closing Date (the “**Base Case Model**”), *provided that*, the Base Case Model will be regarded as received and satisfied, and the applicable condition precedent will be satisfied, if the Base Case Model is 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 (i) to reflect the terms of or contemplated by the Commitment Documents (as defined in the Commitment Letter), (ii) which (taken as a whole) are not materially adverse to the interests of the Interim Lenders (taken as a whole) under the Interim Documents, (iii) which are approved by the Arrangers 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 (iv) 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 (iv), such change is permitted or otherwise agreed in accordance with the terms of the Commitment Documents or this 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).

7. **Rule 2.7 Announcement**

A copy of the final draft of the applicable Rule 2.7 Announcement the form and substance of which shall be satisfactory to the Interim Facility Agent if it 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 Original Interim Lenders (taken as a whole) under the Interim Documents.

8. **KYC**

Completion of reasonable “know your customer” checks to the extent notified in writing to the Borrower on or prior to the date falling 5 Business Days prior to the date of this Agreement (it being confirmed by each Agent, the Arranger and the Original Interim Lenders that all such required “know your customer” checks have been completed and are satisfied as of the Effective Date (as defined in the Accession and Amendment Letter) and no further checks or updates are required on or prior to the first Drawdown Date).

9. **Group Structure Chart**

Only to the extent not included in the Structure Memorandum, a copy of a structure chart of the Group (on the basis that the Final Closing Date has occurred), *provided that* such structure chart shall not require the approval of, or be required to be in a form and substance satisfactory to, any person.

10. **Closing Certificate**

A certificate from an authorized signatory of the Company:

- (a) providing evidence of the consummation of the Acquisition, being:
 - (i) if the Acquisition is effected by way of Scheme, written confirmation from the Company (1) confirming that the Scheme Order has been delivered to the Registrar of Companies (England and Wales); and (2) attaching a copy of the Scheme Order, provided that the Scheme Order shall not be required to be in a form and substance satisfactory to the Interim Facility Agent or any other Interim Finance Party; or
 - (ii) if the Acquisition is effected by way of the Offer, written confirmation from the Borrower attaching: (A) copies of the Offer Documents and (B) the press announcement released by Bidco announcing that the Offer has been declared unconditional in all respects, provided that the Offer Documents and press announcement shall not be required to be in a form and substance satisfactory to the Interim Facility Agent or any other Interim Finance Party; and
- (b) confirming that the Minimum Equity Contribution has been, or will on the Initial Closing Date be, made available to the Group; and
- (c) confirming that the Interim Term Loan B (EUR) Facility, Interim Term Loan B (GBP) Facility and Interim Second Lien Facility are or will be available for utilisation on or

prior to the Initial Closing Date and shall be utilised substantially concurrently on or prior to the Initial Closing Date.

11. **Fees**

- (a) A copy of the Fee Letters duly originally executed by Bidco (and assigned to the Borrower).
- (b) Reasonable evidence that all fees (in each case, other than legal fees) then due and payable to the Arrangers pursuant to the Arrangement Fee Letter for their own account on or before the Initial Closing Date in connection with the Interim Facilities have been or will be paid concurrently with, or out of, the first advances under the relevant Interim Facilities (as applicable) (or as otherwise agreed between the Borrower and the relevant Arranger); *provided that* a reference to payment of such fees in any Draw down Request or the Funds Flow Statement shall be deemed to be reasonable evidence such that this condition precedent is satisfied (in form and substance satisfactory to all Parties).

12. **Permitted Transferee List**

The Interim Facility Agent shall have received an agreed form Permitted Transferee List.

13. **Funds Flow Statement**

Only to the extent not included in the Structure Memorandum, a copy, for information purposes only, of the Funds Flow Statement showing the proposed movement of funds on or about the Initial Closing Date, *provided that* such Funds Flow Statement shall not require the approval of, or be required to be in form and substance satisfactory to, any person.

Yours faithfully

Bidco

Executed as a Deed by **TRILEY BIDCO LIMITED**

By:

Title:

By:

Title:

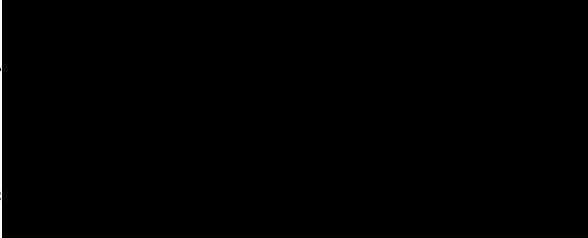
Yours faithfully

Bidco

Executed as a Deed by **TRILEY BIDCO LIMITED**

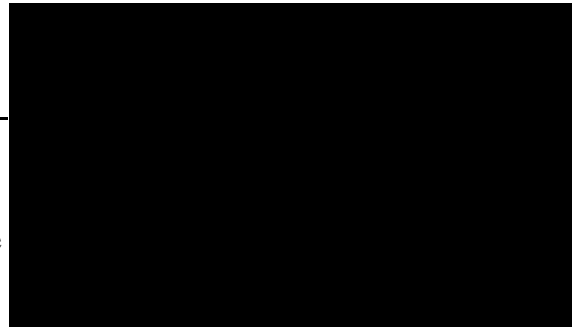
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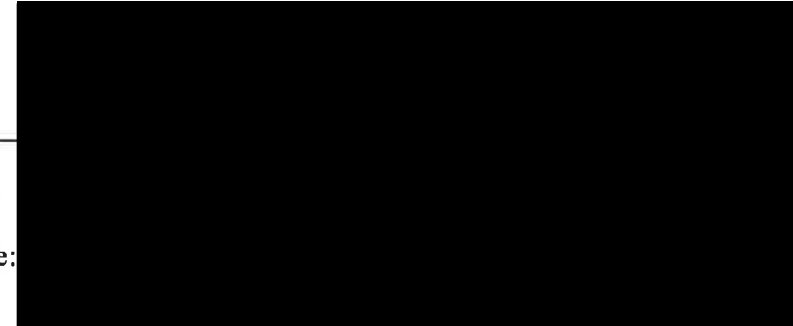


New Party

Executed as a Deed by **TRILEY MIDCO 2 LIMITED**

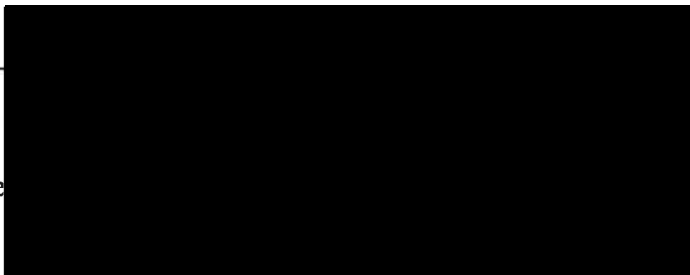
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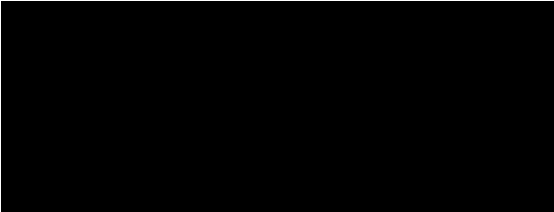
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New Party

Executed as a Deed by **TRILEY MIDCO 2 LIMITED**

By: 
Title:

By: 
Title

Parent

Executed as a Deed by **TRILEY MIDCO LIMITED**

By:

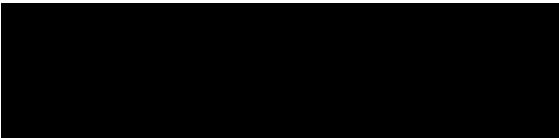
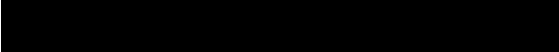
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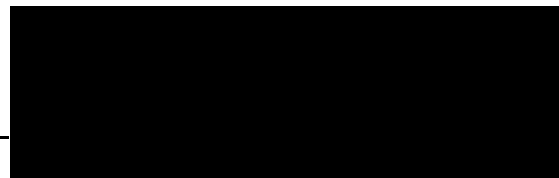
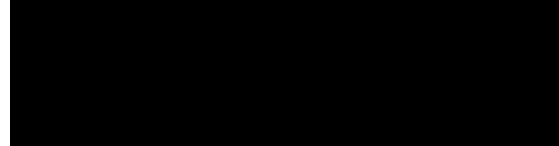
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Parent

Executed as a Deed by **TRILEY MIDCO LIMITED**

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By: 
Title: 

THE BOOKRUNNERS

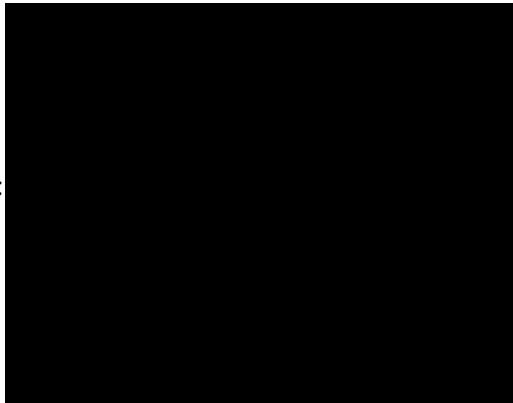
For and on behalf of

BARCLAYS BANK PLC in its capacity as Bookrunner

By:

Name:

Title:



For and on behalf of
CREDIT SUISSE AG, LONDON BRANCH in its capacity as Bookrunner

By:

Name:

Title:

By:

Name:

Title:

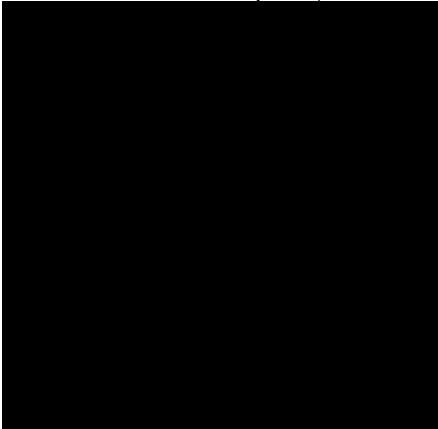
For and on behalf of

HSBC BANK PLC in its capacity as Bookrunner

By:

Name:

Title:



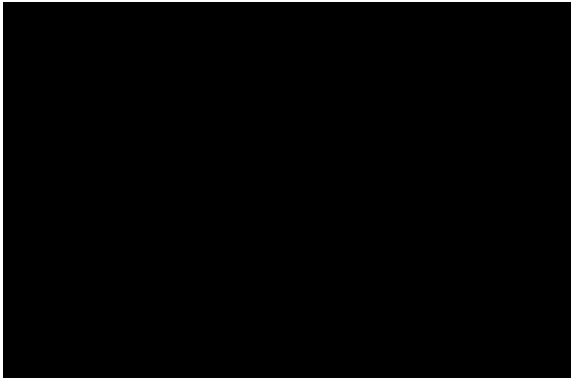
For and on behalf of

INVESTEC BANK PLC in its capacity as Bookrunner

By:

Name:

Title:



By: _____

Name: _____

Title: _____

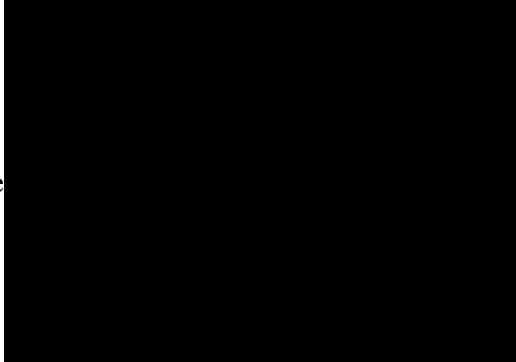
For and on behalf of

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

By:

Name

Title:



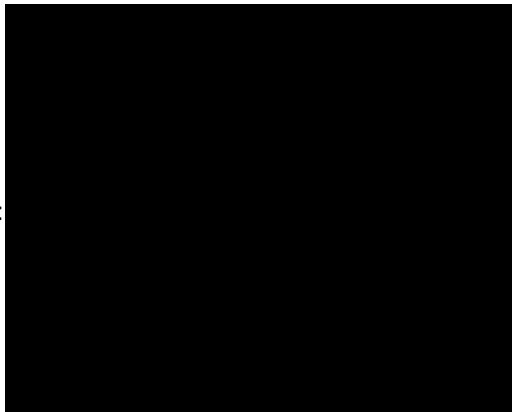
For and on behalf of

NATWEST MARKETS PLC in its capacity as Bookrunner

By:

Name:

Title:



THE UNDERWRITERS

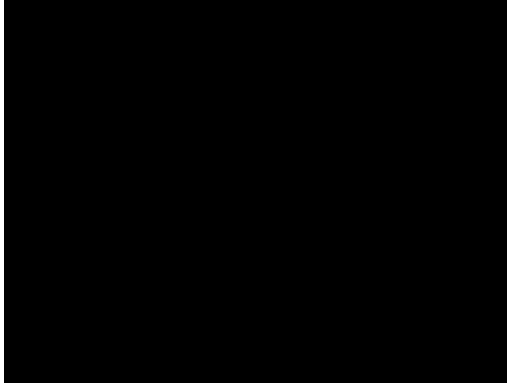
For and on behalf of

BARCLAYS BANK PLC in its capacity as Underwriter

By:

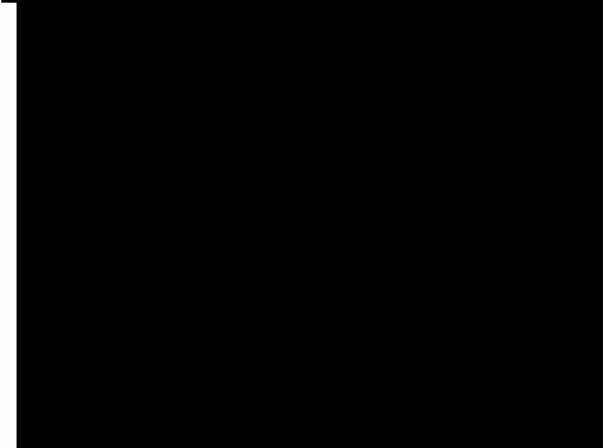
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For and on behalf of
CREDIT SUISSE AG, LONDON BRANCH in its capacity as Underwriter

By: 
Name: 
Title: 

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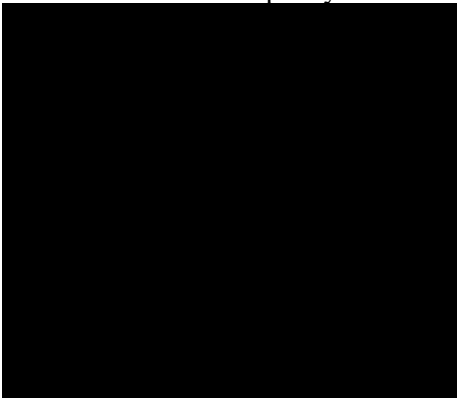
For and on behalf of

HSBC BANK PLC in its capacity as Underwriter

By:

Name

Title:



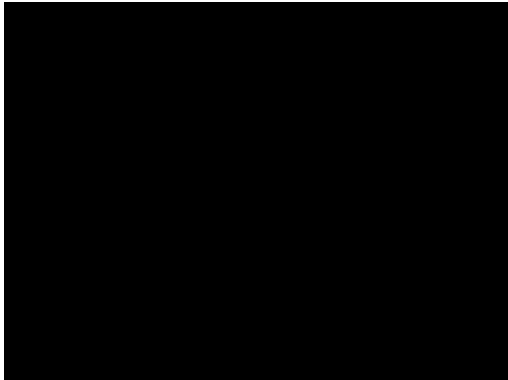
For and on behalf of

INVESTEC BANK PLC in its capacity as Underwriter

By:

Name:

Title:



By: _____

Name: _____

Title: _____

For and on behalf of

JPMORGAN CHASE BANK, N.A., LONDON BRANCH in its capacity as Underwriter

By:

Name:

Title:



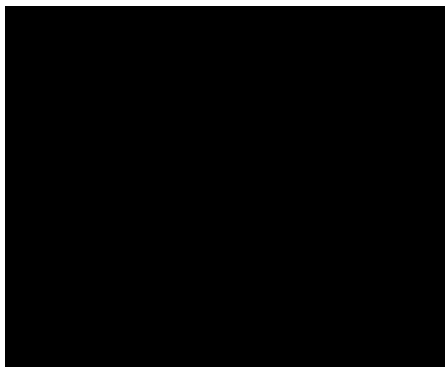
For and on behalf of

NATIONAL WESTMINSTER BANK PLC in its capacity as Underwriter

By:

Name:

Title:



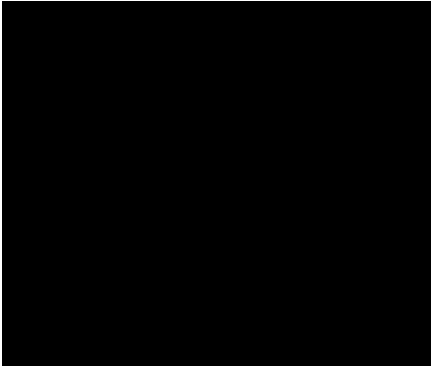
For and on behalf of

NATWEST MARKETS PLC in its capacity as Underwriter

By:

Name:

Title:



THE MANDATED LEAD ARRANGERS

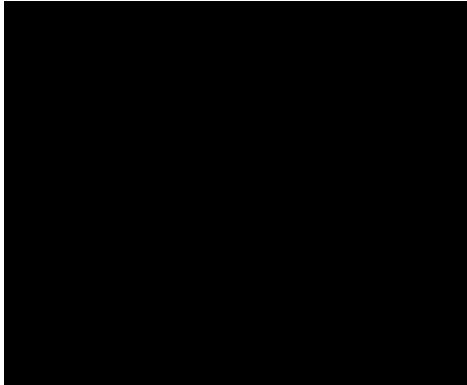
For and on behalf of

BARCLAYS BANK PLC in its capacity as Mandated Lead Arranger

By:

Nam

Title:



For and on behalf of

CREDIT SUISSE AG, LONDON BRANCH in its capacity as Mandated Lead Arranger

By:

Name:

Title:

By:

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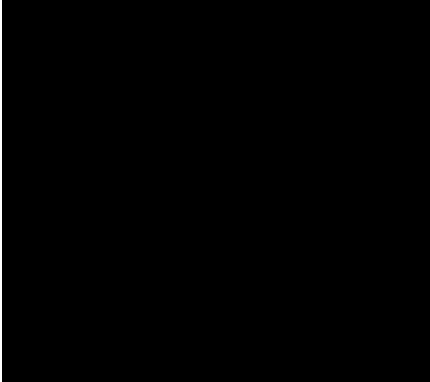
For and on behalf of

HSBC BANK PLC in its capacity as Mandated Lead Arranger

By:

Name:

Title:



For and on behalf of

INVESTEC BANK PLC in its capacity as Mandated Lead Arranger

By:

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Title:

By: _____

Name: _____

Title: _____

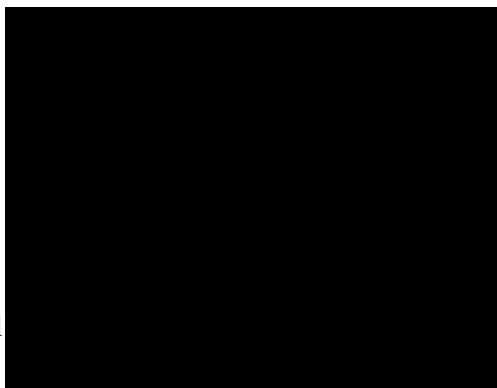
For and on behalf of

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

By:

Na

Titl



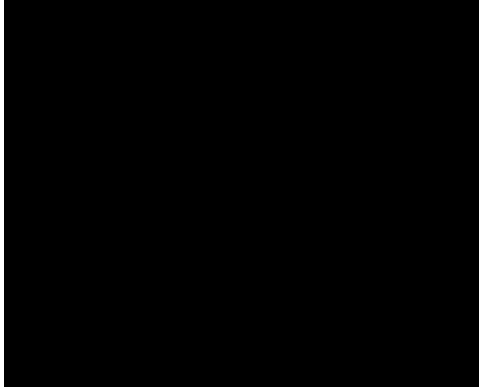
For and on behalf of

NATIONAL WESTMINSTER BANK PLC in its capacity as Mandated Lead Arranger

By:

Name

Title:



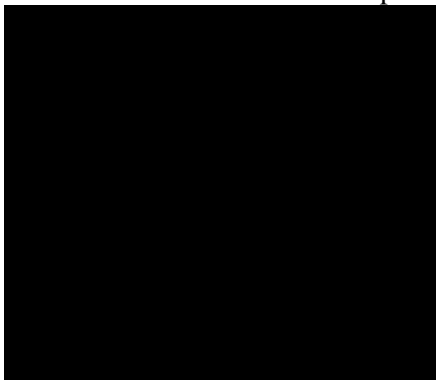
For and on behalf of

NATWEST MARKETS PLC in its capacity as Mandated Lead Arranger

By:

Name:

Title:



THE INTERIM FACILITY AGENT



for and on behalf of

HSBC BANK PLC

as Interim Facility Agent for itself and on behalf of the other Interim Finance Parties under
and as defined in the Interim Facilities Agreement

Name:

Title:

Date: 3 March 2022

