

To: **TRILEY MIDCO 2 LIMITED** (“you”, “your” or “New Company”)

Attention: The Directors

From: **HSBC BANK PLC** (the “Interim Facility Agent”), **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** (the “Arrangers”) (together with the Interim Facility Agent, “we”, “us” or “our”)

3 March
_____ 2022

Dear Sir/Madam

PROJECT CHARLEY – CONDITIONS PRECEDENT SATISFACTION LETTER

We refer to (i) the commitment letter dated 14 January 2022 (including the appendices thereto) from the Bookrunners, Underwriters and the Mandated Lead Arrangers (each term as defined therein) to Triley Bidco Limited (the “**Commitment Letter**”); (ii) the interim facilities agreement dated on or about 8 December 2021, relating to the Acquisition (as amended, restated and/or supplemented, including by the Accession and Amendment Letter (defined below), the “**Interim Facilities Agreement**”); (iii) the accession and amendment letter relating to the Commitment Letter and the Interim Facilities Agreement dated on or about the date hereof (as defined in the Accession and Amendment Letter (defined below)) from Triley Bidco Limited and Triley Midco 2 Limited to the Interim Facility Agent and the Bookrunners, Underwriters and the Mandated Lead Arrangers (each term as defined therein) (the “**Accession and Amendment Letter**”); and (iv) the conditions precedent satisfaction letter dated 14 January 2022 from the Interim Facility Agent and the Arrangers to Triley Bidco Limited (the “**CP Letter**”).

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, the Commitment Letter and the Accession and Amendment 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*), Schedule 3 (*Conditions Precedent*) to the Interim Facilities Agreement (the “**IFA CP Schedule**”), and to the definition of “Effective Date” and Schedule 1 (*Conditions Precedent to Effective Date*) to the Accession and Amendment Letter (the “**Accession Letter CP Schedule**”).

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*), 7 (*Rule 2.7 Announcement*), 8 (*KYC*), 11(a) (*Fees*), and 12 (*Permitted Transferee List*) of the IFA CP Schedule and paragraphs 1 (*New Party*), 2 (*Parent and Bidco*), 3 (*Security Documents*) and 5

(Legal opinions) of the Accession Letter CP Schedule 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 the IFA CP Schedule 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 (but with respect to the Structure Memorandum, the date of the Accession and Amendment 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 the IFA CP Schedule and paragraph 4 (*Structure Memorandum*) of the Accession Letter CP Schedule 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) the condition precedent referred to in paragraph 11(b) (*Fees*) of the IFA CP Schedule 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 the IFA CP Schedule 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 and may not be relied upon by any other person (except for any other Interim Finance Party at the date of this letter).
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.
8. As agreed by you and us, once executed by us in our capacities as Interim Facility Agent and/or Arrangers, all parties to the Original Interim CP Satisfaction Letter (as defined below) agree this letter will supersede and replace the interim CP satisfaction letter dated 14 January 2022 between the Interim Facility Agent, Arrangers and the Company in relation to the Facilities (the “**Original Interim CP Satisfaction Letter**”) in its entirety. The Original Interim CP Satisfaction Letter shall, at such time, cease to be in force and effect and no obligations or amounts payable thereunder shall be assumed by or owing to any person.

Yours faithfully,

[The remainder of this page is left intentionally blank]

For and on behalf of

HSBC BANK PLC in its capacity as Interim Facility Agent

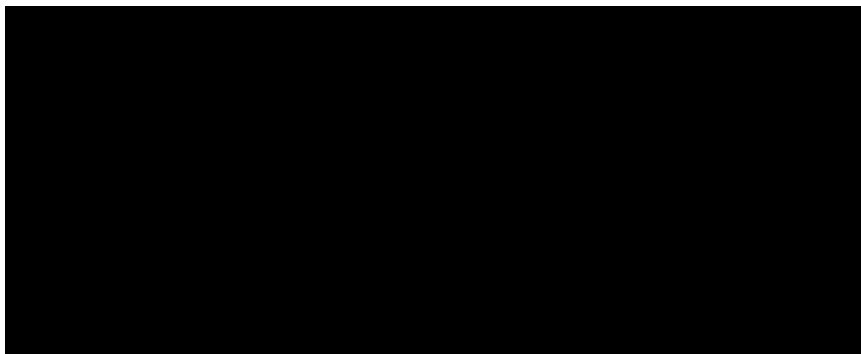


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For and on behalf of
BARCLAYS BANK PLC in its capacity as Arranger

By:

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Title:

Address

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

By:

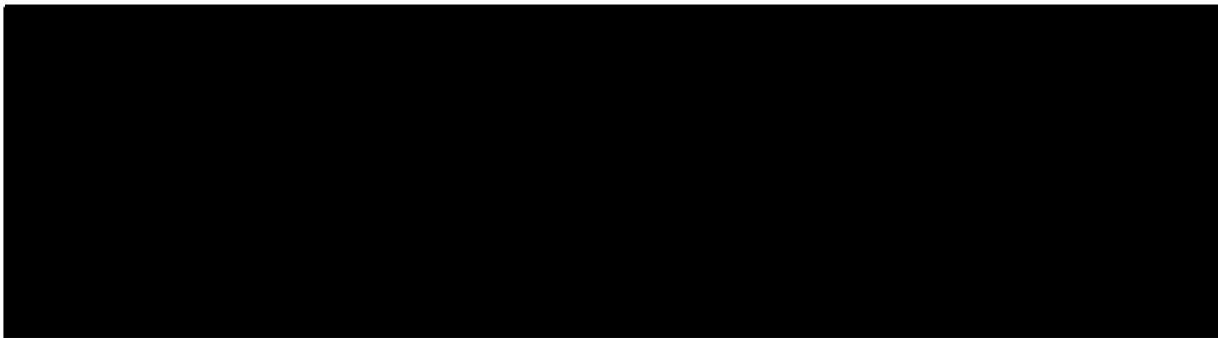
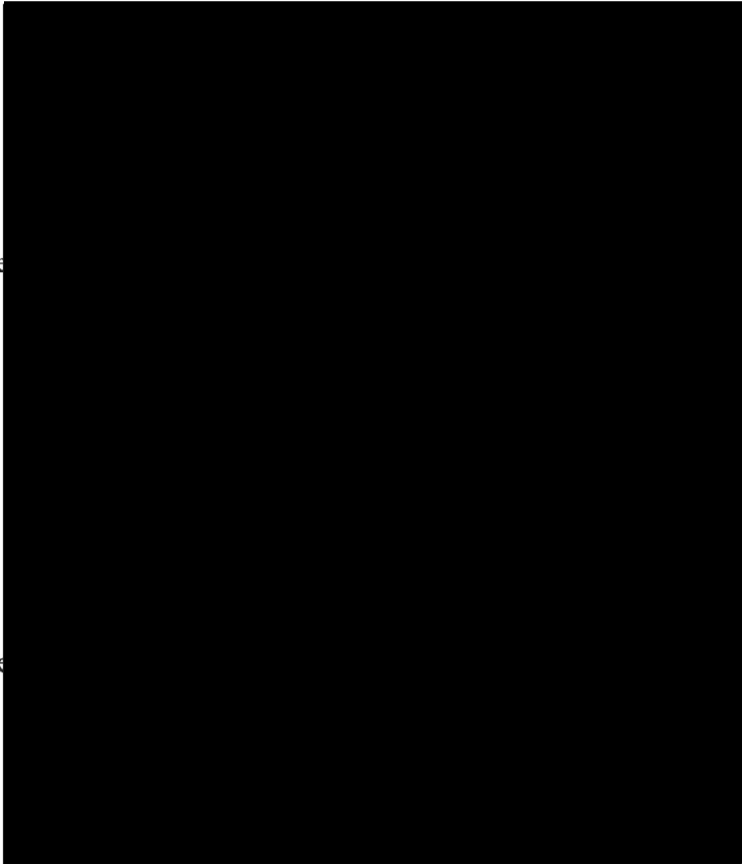
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For and on behalf of
HSBC BANK PLC in its capacity as Arranger

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Attention:

For and on behalf of

INVESTEC BANK PLC in its capacity as Arranger

By:

Name

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By:

Name

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Notice Details:

For and on behalf of
J.P. MORGAN SECURITIES PLC in its capacity as Arranger

By:

Name:

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Address:

Email:

Attention:

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

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For and on behalf of

NATWEST MARKETS PLC in its capacity as Arranger

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