

To: Harp Finco Limited (“**Company**”, “**you**” or “**your**”)

Attention: The Directors

\_\_\_\_\_ 2 August \_\_\_\_\_ 2024

Ladies and Gentlemen:

**PROJECT HARP – CONDITIONS PRECEDENT SATISFACTION LETTER**

1. We refer to the interim facilities agreement dated on or about the date of this letter between, among others, the Company and Global Loan Agency Services Limited as Interim Facilities Agent (the “**Interim Facilities Agreement**”).
2. Unless otherwise defined herein, terms defined in the Interim Facilities Agreement have the same meaning when used in this letter, unless otherwise defined. All references below to Clauses and Schedules are references to such clauses and schedules in the Interim Facilities Agreement.
3. We write to you in our capacity as the Interim Facilities Agent under the Interim Facilities Agreement.
4. We refer to Clause 3.1 and the conditions precedent set out in Part I (*Conditions Precedent to Signing*) and Part II (*Conditions Precedent to Interim Closing Date*) of Schedule 3 (*Conditions Precedent*) of the Interim Facilities Agreement (the “**CP Schedule**”).
5. We hereby confirm (in our capacity as Interim Facilities Agent) that we have received the following documents and other evidence referred to in Part I (*Conditions Precedent to Signing*) of the CP Schedule in form and substance satisfactory to us:
  - (a) each of the documents and other evidence referred to in paragraph 1 (*Obligors and Topco*) of the CP Schedule;
  - (b) each of the documents and other evidence referred to in paragraph 2 (*Interim Finance Documents*) of the CP Schedule;
  - (c) each of the documents and other evidence referred to in paragraph 3 (*Legal Opinions*) of the CP Schedule;
  - (d) each of the documents and other evidence referred to in paragraph 4 (*Announcement*) of the CP Schedule;
  - (e) each of the documents and other evidence referred to in paragraph 5 (*Reports*) of the CP Schedule; and
  - (f) the document and other evidence referred to in paragraph 6 (*Financial Information*),

and therefore the conditions precedent referred to in paragraphs 1, 2, 3, 4, 5 and 6 of Part I (*Conditions Precedent to Signing*) the CP Schedule have been unconditionally and irrevocably satisfied, provided that the conditions precedent referred to in paragraphs 5 and 6 (to the extent that the Company (in its sole and absolute discretion) elects to deliver any updated Reports or an updated Base Case Model after the date of the Commitment Letter) will be treated as being unconditionally and irrevocably satisfied if delivered, in form and substance, substantially the same as the final versions or drafts (as applicable) received by the Original Interim Lenders prior to the date of the Interim Facilities Agreement, save for any changes which are not materially adverse to the interests of the Original Interim Lenders (taken as a whole) under the Interim Finance Documents or any other changes approved by the Interim Facility Agent (acting reasonably on the instructions of the Majority Interim Lenders (each acting reasonably)) with such approval not to be unreasonably withheld, made subject to any condition or delayed) and for these purposes the Original Interim Lenders and Interim Facility Agent agree that any changes made to the approved Tax Structure Memorandum prior to the date of the Commitment Letter or, if later, the Interim Facilities Agreement, in connection with any Holdco Financing will not be considered to be a material and adverse change to the Tax Structure Memorandum and shall be permitted for all other purposes under the provisions of the Interim Finance Documents, provided that the terms of such Holdco Financing are not inconsistent with the Holdco Financing Major Terms.

6. We hereby confirm that the documents and other evidence provided in respect of the conditions precedent listed at paragraph 1 (*Acquisition*) of Part II (*Conditions Precedent to Interim Closing Date*) of the CP Schedule is in an agreed form between us and once executed and/or delivered by the Company in that form, the conditions precedent referred to in paragraph 1 (*Acquisition*) of Part II (*Conditions Precedent to Interim Closing Date*) of the CP Schedule will be unconditionally and irrevocably satisfied.
7. We hereby confirm that the documents and other evidence provided in respect of the conditions precedent listed at paragraph 2 (*Fees*) and paragraph 3 (*Funds Flow Statement*) of Part II (*Conditions Precedent to Interim Closing Date*) of the CP Schedule are customarily satisfied on or prior to the Interim Closing Date and we understand are within your control, provided that:
  - (a) the condition precedent listed at paragraph 2 (*Fees*) is not required to be in form and substance satisfactory to the Majority Interim Lenders and a reference to payment of such fees in a Drawdown Request, the Funds Flow Statement or the Tax Structure Memorandum shall be deemed to be reasonable evidence and the conditions precedent described in paragraph 2 (*Fees*) of Part II (*Conditions Precedent to Interim Closing Date*) of the CP Schedule will be treated as having been irrevocably and unconditionally satisfied upon receipt of such reasonable evidence; and
  - (b) the condition precedent listed at paragraph 3 (*Funds Flow Statement*) shall not be required to be in a form and substance satisfactory to any Interim Finance Party nor subject to any other approval requirement and the conditions precedent described in paragraph 3 (*Funds Flow Statement*) of Part II (*Conditions Precedent to Interim Closing Date*) of the CP Schedule will be treated as having been irrevocably and unconditionally satisfied upon receipt of the Funds Flow Statement.

8. Following the execution and/or delivery of any replacement, amended, supplemented or varied documents and/or evidence described in (and in accordance with) paragraph 5 above:
  - (a) the conditions precedent to which such documents and/or evidence relate will have been received by us in form and substance satisfactory to us in all our respective such capacities under the Interim Facilities Agreement; and
  - (b) accordingly the corresponding conditions to the availability of the Interim Facilities will have been unconditionally and irrevocably satisfied.
9. Clause 22 (*Confidentiality*) of the Interim Facilities Agreement shall be deemed incorporated into this letter as though references therein to the Finance Documents were references to this letter. This letter is addressed to you for the purpose of confirming the status of certain conditions precedent in the CP Schedule and may not be relied upon by you for any other purpose.
10. This letter is provided to you for your benefit under the Interim Facilities Agreement. This letter is issued solely in order to confirm the status of certain conditions precedent set out in the CP Schedule as at the date hereof.
11. This letter 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 letter.
12. A person who is not party to this letter has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any of its terms.
13. This letter and any non-contractual obligations arising out of, or in connection with, it are governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

*[Remainder of page intentionally left blank]*



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**Global Loan Agency Services Limited**

as Interim Facilities Agent

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