

**PRIVATE & CONFIDENTIAL**

Harp Finco Limited (the "**Company**" or "**you**")  
Level 1, IFC1  
Esplanade  
St. Helier, JE2 3BX  
Jersey  
Registered number 155059

Attention: The Directors

Dated: 19 September 2024

To whom it may concern,

**Project Harp – Closing Payment Letter**

**1 Introduction**

- 1.1 This letter sets forth certain closing payments payable in connection with the Facilities and the Interim Facilities contemplated to be provided pursuant to the commitment letter dated on or about the date of this letter between us as it may be amended, amended and restated, supplemented, modified or replaced from time to time (the "**Commitment Letter**").
- 1.2 Terms defined in (or incorporated by reference into) the Commitment Documents (as defined in the Commitment Letter) or the Precedent Senior Facilities Agreement shall have the same meaning when used in this letter unless otherwise specified.
- 1.3 This is the Closing Payment Letter referred to in the Commitment Letter and constitutes a Finance Document for the purposes of the Senior Facilities Agreement and an Interim Finance Document for the purposes of the Interim Facilities Agreement.

**2 Closing Payments for Facility B**

- 2.1 The Company will, subject to the other provisions of this letter and the provisions of the Commitment Documents, pay, or will cause to be paid, to the Agent (for the account of the Lenders (or their designated Affiliates or Related Funds) participating in Facility B) an aggregate payment in respect of Facility B on each date on which Facility B is utilised (each such payment, a "**Facility B Closing Payment**" and, each such date, a "**Facility B Closing Payment Date**"), in an amount equal to two (2.00) per cent. of the aggregate principal amount of Facility B which is utilised on such Facility B Closing Payment Date.
- 2.2 Each Facility B Closing Payment shall be split between the Lenders pro rata to their (or their Affiliates' and Related Funds') respective Commitments funded under Facility B on the relevant Facility B Closing Payment Date.
- 2.3 No Facility B Closing Payment will be payable unless the Closing Date has occurred and the relevant Facility B Closing Payment Date has occurred.
- 2.4 If the first drawdown of Interim Facility B has occurred and any Interim Facility B Closing Payment has been paid in accordance with paragraph 3 (*Closing Payments for Interim Facility B*

- 2.5 The Company will, subject to the other provisions of this letter and the provisions of the Commitment Documents, pay, or will cause to be paid, to the Interim Facility Agent (for the account of the Interim Lenders (or their designated Affiliates or Related Funds) participating in Interim Facility B) an aggregate payment in respect of Interim Facility B on each date on which Interim Facility B is utilised (each such payment, an "**Interim Facility B Closing Payment**" and, each such date, an "**Interim Facility B Closing Payment Date**"), in an amount equal to two (2.00) per cent. of the aggregate principal amount of Interim Facility B which is utilised on such date.
- 2.6 Each Interim Facility B Closing Payment shall be split between the Interim Lenders pro rata to their (or their Affiliates' and Related Funds') respective Commitments funded under Interim Facility B on the relevant Interim Facility B Closing Payment Date.
- 2.7 No Interim Facility B Closing Payment will be payable unless the Interim Closing Date has occurred and the relevant Interim Facility B Closing Payment Date has occurred.) below, each Facility B Closing Payment shall be reduced on a pound for pound basis until such time as reduced in an amount equal to the aggregate Interim Facility B Closing Payments so paid.

### 3 Closing Payments for Interim Facility B

- 3.1 The Company will, subject to the other provisions of this letter and the provisions of the Commitment Documents, pay, or will cause to be paid, to the Interim Facility Agent (for the account of the Interim Lenders (or their designated Affiliates or Related Funds) participating in Interim Facility B) an aggregate payment in respect of Interim Facility B on each date on which Interim Facility B is utilised (each such payment, an "**Interim Facility B Closing Payment**" and, each such date, an "**Interim Facility B Closing Payment Date**"), in an amount equal to two (2.00) per cent. of the aggregate principal amount of Interim Facility B which is utilised on such date.
- 3.2 Each Interim Facility B Closing Payment shall be split between the Interim Lenders pro rata to their (or their Affiliates' and Related Funds') respective Commitments funded under Interim Facility B on the relevant Interim Facility B Closing Payment Date.
- 3.3 No Interim Facility B Closing Payment will be payable unless the Interim Closing Date has occurred and the relevant Interim Facility B Closing Payment Date has occurred.

### 4 Ticking Payments

- 4.1 The Company will pay, or will cause to be paid, to the Agent (for the account of the Lenders (or their designated Affiliates or Related Funds) participating in Facility B) on the Closing Date a ticking payment calculated on each Lender's available Commitments under Facility B (the "**Ticking Payment**") in accordance with and subject to the other provisions of this letter and the provisions of the Commitment Documents, in respect of each day from (and excluding) 23 August 2024 (the "**Accrual Start Date**") to (and excluding) the Closing Date.
- 4.2 For any day on which a Ticking Payment accrues in accordance with paragraph 4.1 above, the Ticking Payment shall be equal to the percentage of the initial Margin per annum (excluding, for the avoidance of doubt, any Compounded Reference Rate or floor) for Facility B set out in the table below opposite the number of calendar days which have elapsed since the Accrual Start Date:

Months from the Accrual Start Date	Percentage of Cash Pay Margin
0 to 9 Months	0%
10 <sup>th</sup> Month to 12 <sup>th</sup> Month	25%
13 <sup>th</sup> Month onwards	50%

- 4.3 The Ticking Payment shall be calculated on the basis of the actual number of calendar days elapsed and a three hundred and sixty-five (365) day year.

- 4.4 The Agent shall pay the Ticking Payment to the applicable Facility B Lender (and/or its successors in title and/or their designated Affiliates and Related Funds) on the date on which such Ticking Payment is paid to the Agent in accordance paragraph 4.1 above.
- 4.5 No Ticking Payment shall be paid to any Defaulting Lender or Sanctioned Party in respect of its Commitment or participation in Facility B.
- 4.6 No Ticking Payment will be payable unless the Closing Date has occurred and Facility B has been utilised. No Ticking Payment shall be payable on any cancelled amount of Commitments under Facility B.

## 5 Right of First Refusal

- 5.1 If the Company or any member of the Group wishes to establish any Controlled Debt ("**ROFO Indebtedness**"), the Company will first send an invitation (the "**Invitation**") concurrently to each Original Lender participating (or whose Affiliates or Related Funds are participating) in Facility B (and, in the Company's sole and absolute discretion, any other lenders or holders then holding Commitments) setting out the proposed terms of such ROFO Indebtedness (including amount, pricing, fees and maturity) (together, the "**Proposed Terms**") before it approaches other potential providers of such ROFO Indebtedness and shall invite each applicable Original Lender and, in the Company's sole and absolute discretion, any other lenders or holders then holding Commitments (together the "**ROFO Entities**") to make a bona fide committed offer to provide (or to procure that its Affiliates and/or Related Funds provide) not less than its Minimum Participation (as defined below) on the Proposed Terms within five (5) Business Days of receipt of that Invitation.
- 5.2 If a ROFO Entity provides such a committed offer to provide (or procure) an amount at least equal to (the "**Minimum Participation**") or greater than the proportion that its aggregate Commitments bear to the total aggregate Commitments under Facility B as at the date of the relevant Invitation in respect of such ROFO Indebtedness on the Proposed Terms within that timeframe, the parties will negotiate in good faith to agree all relevant documents required to establish that ROFO Indebtedness on the Proposed Terms with such Original Lender (and/or its Affiliates and Related Funds) (and, in the Company's sole and absolute discretion, any other lenders or holders then holding Commitments).
- 5.3 If:
- (a) as regards each Original Lender (in respect of itself), that Original Lender does not provide a committed offer to provide its Minimum Participation of such ROFO Indebtedness within the timeframe set out in paragraph 5.1 above;
  - (b) the offer or offers from the ROFO Entities are in an aggregate amount of less than the full amount of the ROFO Indebtedness requested by the Company; or
  - (c) such ROFO Indebtedness is not established within ten (10) Business Days (or such shorter period which may be mutually agreed between us) of the date of any commitment made by one or more ROFO Entities under paragraph 5.2 above (other than as a result of any delay caused by a member of the Group),

then the Company or the applicable member of the Group, as the case may be, may establish such ROFO Indebtedness on the same or more favourable terms to the Company or such member of the Group (as applicable) as the Proposed Terms with any other bank, financial institution, fund, entity or other person selected by it in its sole and absolute discretion.

- 5.4 If offers from the ROFO Entities are in an aggregate amount which is greater than the full amount of the ROFO Indebtedness requested by the Company, each ROFO Entity that provides a committed offer to provide and/or participate in such ROFO Indebtedness in an amount at least equal to its Minimum Participation within the timeframes and parameters set out in this paragraph 5 shall be

allocated a participation in such ROFO Indebtedness in an amount at least equal to its Minimum Participation.

- 5.5 Each Original Lender shall be entitled to the benefit of this paragraph 5 for so long as its aggregate Commitments (including its Affiliates' or Related Funds' Commitments) under Facility B and any Additional Term Facility which is established after the date of the Senior Facilities Agreement exceed, in aggregate, fifty (50) per cent. of its aggregate Commitments under Facility B as at the date of this letter and the aggregate of all Commitments under any Additional Term Facility which is established after the date of the Senior Facilities Agreement (disregarding in each case any reduction of any such Commitments following the establishment thereof) (the "**ROFO Threshold**"). Upon any Original Lender (and its Affiliates' and Related Funds') Commitments initially being reduced to (or below) the ROFO Threshold, the Company and the other members of the Group shall be under no further obligations to such Original Lender (or any of its Affiliates or Related Funds) under this paragraph 5.

## **6 Miscellaneous**

- 6.1 All closing payments once paid are non-refundable and non-creditable against other closing payments payable in connection with the Facilities other than as provided in this letter.

- 6.2 The Company may (in its sole and absolute discretion):

- (a) pay any closing payments payable under this letter in any currency in which a commitment under the corresponding Facility or Interim Facility (as applicable) is, or may be, denominated at the time it is payable;
- (b) require that any closing payment payable on any Utilisation Date under this letter shall be paid by way of a deduction from the proceeds of any Loan utilised on such Utilisation Date either:
  - (i) by way of a reduction in the amounts paid by each applicable Lender to the Agent in respect of its participation in such Loan; or
  - (ii) by way of a reduction in the proceeds of such Loan paid by the Agent to the applicable Borrower under the Senior Facilities Agreement; and/or
- (c) require that any closing payment payable on any Drawdown Date (as defined in the Interim Facilities Agreement) under this letter shall be paid by way of a deduction from the proceeds of any Interim Loan utilised on such Drawdown Date (as defined in the Interim Facilities Agreement) either:
  - (i) by way of a reduction in the amounts paid by each applicable Interim Lender to the Interim Facility Agent in respect of its participation in such Interim Loan; or
  - (ii) by way of a reduction in the proceeds of such Interim Loan paid by the Interim Facility Agent to the applicable Borrower under the Interim Facilities Agreement.

- 6.3 Notwithstanding anything to the contrary in this letter, the Original Lenders shall be permitted to allocate any closing payment payable to them under this letter as they deem appropriate among themselves and shall be permitted to designate the payment of any such closing payments to their respective Affiliates or Related Funds, **provided that** if such closing payments are so allocated or designated to an Affiliate or Related Fund (where such Affiliate or Related Fund is not an Original Lender) then the provisions of the immediately following sentence shall apply. Following the relevant allocation or designation, the relevant Original Lender shall without unreasonable delay (upon receipt of a written request from the Company) reasonably cooperate with the Company to provide information detailing the basis on which the relevant allocation or designation was made by it, save that:

- (a) the relevant Original Lender shall be under no obligation to: (x) provide documents; (y) enter into any correspondence or discussion with any tax authority; or (z) disclose any information relating to its affairs (tax or otherwise) which it considers to be confidential or commercially sensitive; and
- (b) the Company shall not be liable for Taxes, costs, fees, expenses, gross-up or increased costs that may result from an Original Lender's decision to allocate all or part of the closing payments payable to it under this letter to any of its Affiliates or Related Funds. If any such allocation results or is likely to result in an increase of the cost to the Company of the closing payments payable under this letter, any such increase shall be exclusively borne by the relevant Original Lender and the amount of the closing payment payable by the Company to the relevant Original Lender's Affiliate or Related Fund shall be decreased accordingly so that the cost to the Company is not higher than it would have been had the closing payments been paid to the relevant Original Lender.

6.4 Notwithstanding anything to the contrary in this letter, the Lenders shall be permitted to structure each (or any) of the Facility B Closing Payment and/or the Interim Facility B Closing Payment (the "**Closing Payments**") as original issue discount either:

- (a) by way of a reduction in the amounts paid by each applicable Lender to the Agent in respect of its participation in such loan; or
- (b) by way of a reduction in the proceeds of such loan paid by the Agent to the applicable Borrower under the Senior Facilities Agreement or the Interim Facilities Agreement (as applicable).

Each Lender (and each Interim Lender, as applicable) agrees, except to the extent otherwise required by law (i) to treat, to the extent relevant, for all U.S. federal, state and local tax purposes Closing Payments as a sterling-denominated amount giving rise to a sterling-denominated reduction to the "issue price" or "purchase price" paid by each Lender (and each Interim Lender, as applicable) for its participation in the Facilities (or the Interim Facilities, as applicable) (and, as such, resulting in original issue discount as determined for U.S. federal income tax purposes); (ii) to the extent relevant, when reporting the borrowing and lending of the Facilities (or the relevant Interim Facilities, as applicable) for all U.S. federal, state or local tax purposes, to do so in a manner consistent with sub-paragraph (i) above; and (iii) to take no position inconsistent with sub-paragraph (i) or (ii) above in their dealings with U.S. federal, state and local tax authorities.

6.5 The terms of this letter shall be subject to the provisions of any pre-funding arrangements agreed between the Company and the Original Lenders in accordance with the terms of the Commitment Documents.

6.6 This letter supersedes and replaces the closing payments letter dated 2 August 2024 executed by the commitment parties and interim lenders named in the signature pages thereto and you in relation to the Facilities and the Interim Facilities (the "**Original Closing Payments Letter**") in its entirety. The Original Closing Payments Letter is hereby terminated and ceases to be in force and effect and no obligations or amounts payable thereunder shall be assumed by or owing to any person.

6.7 The terms of this letter shall continue in full force and effect after the Senior Facilities Agreement and/or the Interim Facilities Agreement are signed.

6.8 The provisions of this letter shall survive the expiration or termination of the Commitment Letter and the funding of the Facilities and/or the Interim Facilities, and this letter supersedes any prior understanding or agreement relating to the closing payments for the Facilities and the Interim Facilities, **provided that** if, pursuant to paragraph 15.3 (*Termination*) of the Commitment Letter, the agreement with any Original Lender is terminated by you, you may also by notice in writing terminate the agreements set out in this letter in respect of any such Original Lender (in all of their and/or their Affiliate's or Related Fund's applicable capacities) and, in such circumstances, no such

Original Lender (or any of their Affiliates or Related Funds) shall be entitled to any payment or closing payment under this letter.

Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed copy of this letter to the address or email address set out in the Commitment Letter before the deadline set out therein, whereupon it will become a binding agreement upon our receipt.

*[The rest of this page is intentionally left blank]*

We acknowledge and agree to the above.



for and on behalf of  
**HARP FINCO LIMITED**  
as the Company

Date: 19 Sep 2024

[Redacted]

for and on behalf of

**KKR Corporate Lending (UK) LLC**

as an Initial Commitment Party

Name: [Redacted]

Title: Authorised Signatory

Notice Details

Address: [Redacted]

Telephone: [Redacted]

Attention: [Redacted]

Email: [Redacted]



[Redacted]

**KKR Credit Advisors (US) LLC**  
on behalf of certain funds, clients and accounts managed or advised by it or its affiliates

as Initial Commitment Party

Name: [Redacted]

Title: Authorised Signatory

Notice Details

Address: [Redacted]

Email: [Redacted]

Copy to: [Redacted]

Attention: [Redacted]

[Redacted]

**KKR Credit Advisors (Ireland) Unlimited Company**  
on behalf of certain funds, clients and accounts managed or advised by it or its affiliates

as Initial Commitment Party

Name: [Redacted]

Title: Director

Notice Details

Address: [Redacted]

Email: [Redacted]

Copy to: [Redacted]

Attention: [Redacted]



for and on behalf of  
**Brickyard Direct Lux Sarl II**  
as an **Initial Commitment Party**

Name: 

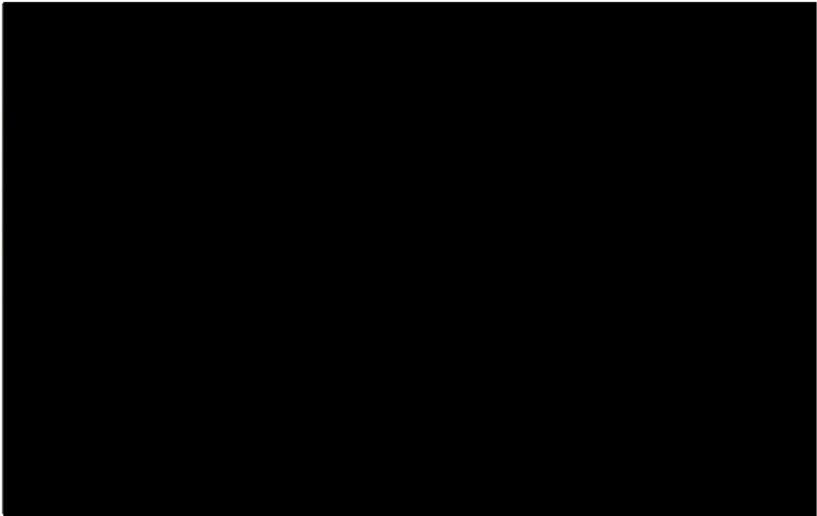
Title: Authorised Signatory

Notice Details

Address:

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Attention:





for and on behalf of  
**SIP V Offshore Lux Sàrl**  
as an **Initial Commitment Party**

Name: 

Title: Authorised Signatory

Notice Details

Address:

Email:

Attention:





for and on behalf of  
**SIP V AP Lux Sàrl**  
as an **Initial Commitment Party**

Name: 

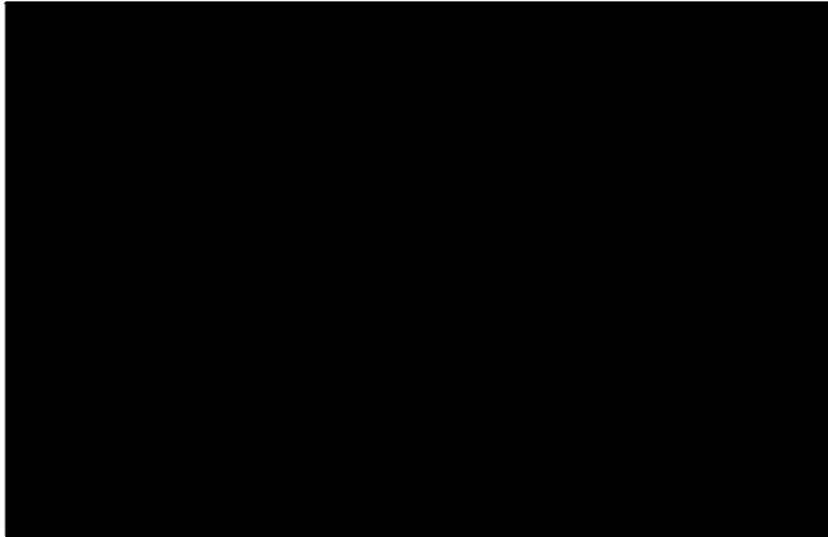
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for and on behalf of  
**SIP V Onshore Lux Sàrl**  
as an **Initial Commitment Party**

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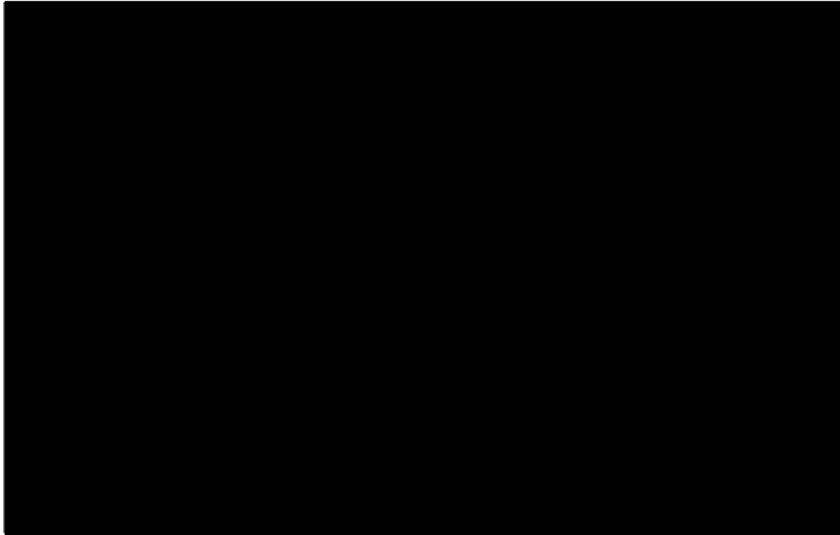
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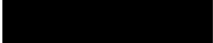
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for and on behalf of  
**Anchor Direct Lending Co-Invest Lux  
Sàrl, represented by its Portfolio  
Manager, HPS Investment Partners, LLC**  
as an **Initial Commitment Party**

Name: 

Title: Managing Director

Notice Details

Address:

Email:

Attention:





for and on behalf of  
**CSL Co-Invest Lux Sarl II**  
as an **Initial Commitment Party**

Name: 

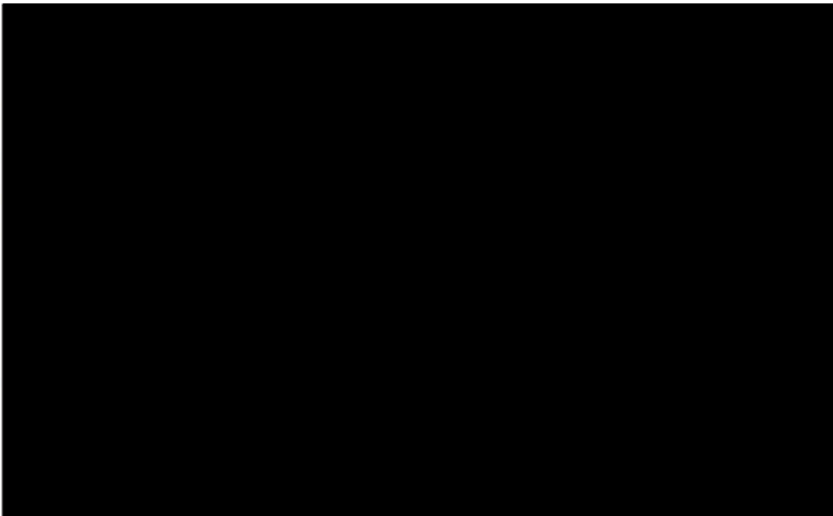
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Attention:







for and on behalf of  
**ART Direct Lending Lux Sàrl**  
as an **Initial Commitment Party**

Name: 

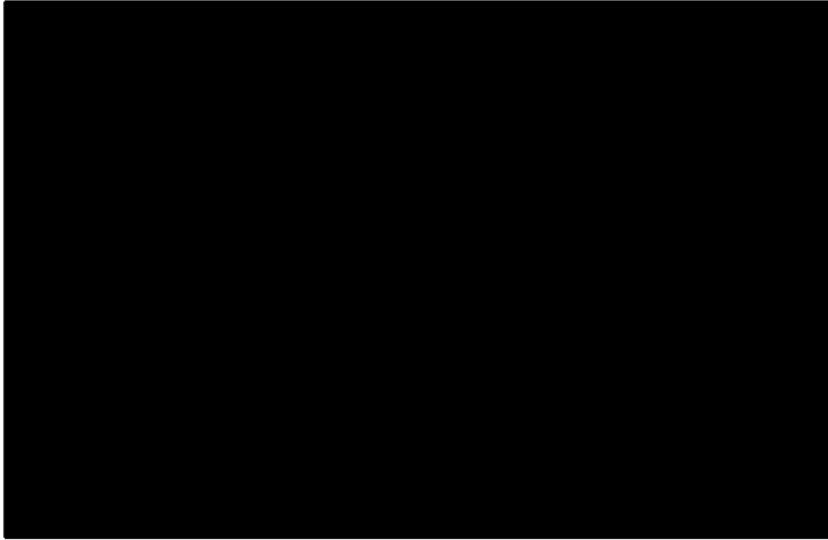
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Attention:





for and on behalf of  
**HLEND Lux Sarl**  
as an **Initial Commitment Party**

Name: 

Title: Authorised Signatory

Notice Details

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for and on behalf of  
**HPS SALI IDF Lux Sàrl II**  
as an **Initial Commitment Party**

Name: 

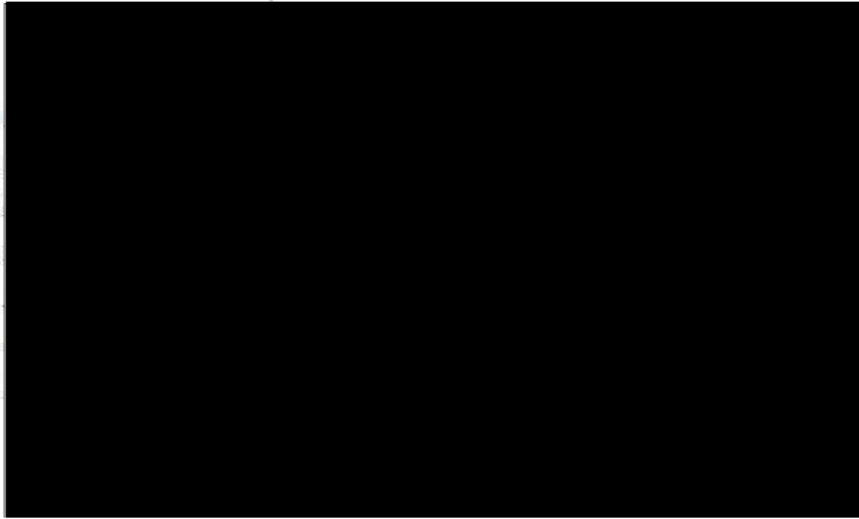
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Notice Details

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for and on behalf of  
**Core Senior Lending Fund (A-A) Lux Sàrl  
II**  
as an **Initial Commitment Party**

Name: 

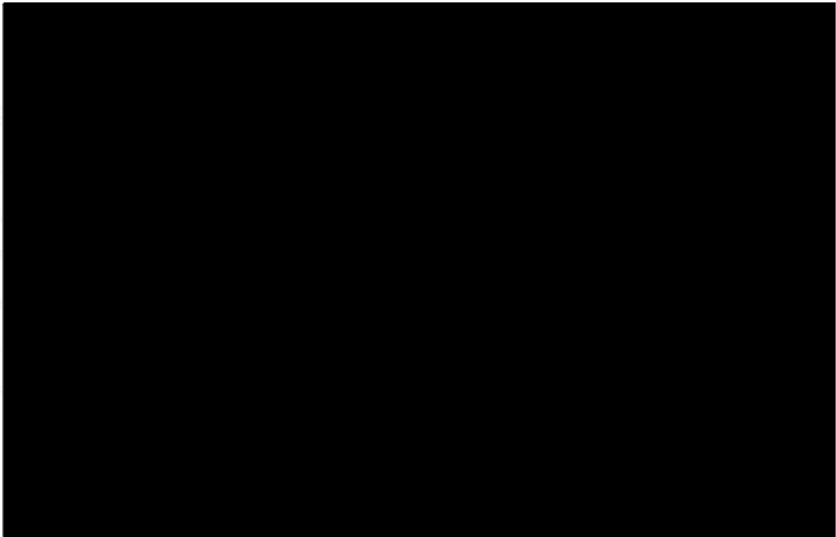
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for and on behalf of  
**Core Senior Lending Portfolio II Lux Sàrl**  
as an **Initial Commitment Party**

Name: 

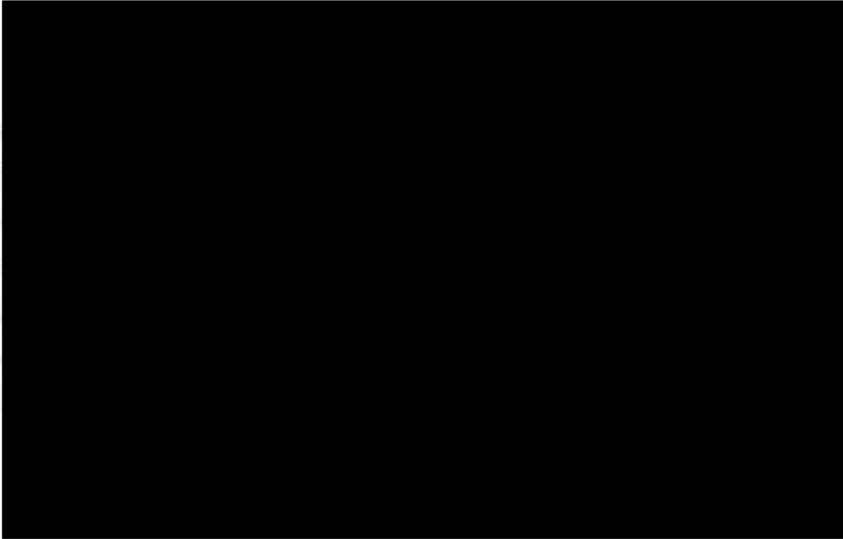
Title: Authorised Signatory

Notice Details

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for and on behalf of  
**CSL Fund Portfolio 2022 Lux Sarl**  
as an **Initial Commitment Party**

Name: 

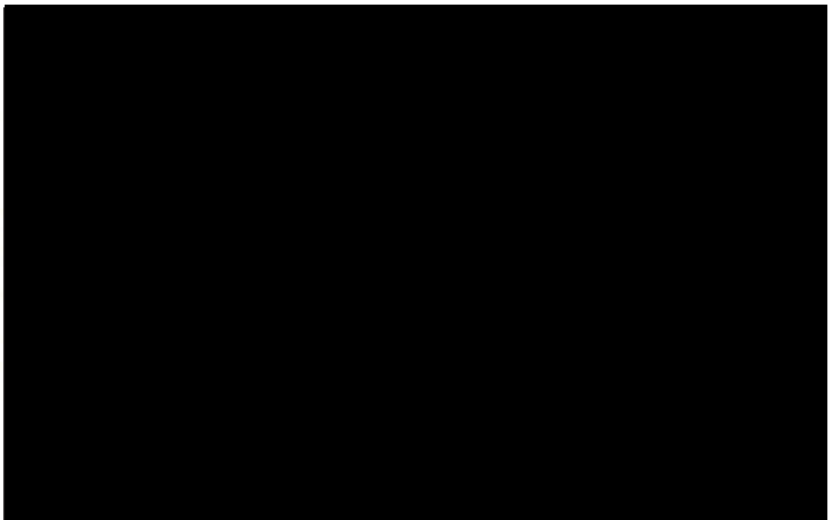
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for and on behalf of  
**CSL Fund (PB) II Lux Sàrl II**  
as an **Initial Commitment Party**

Name: 

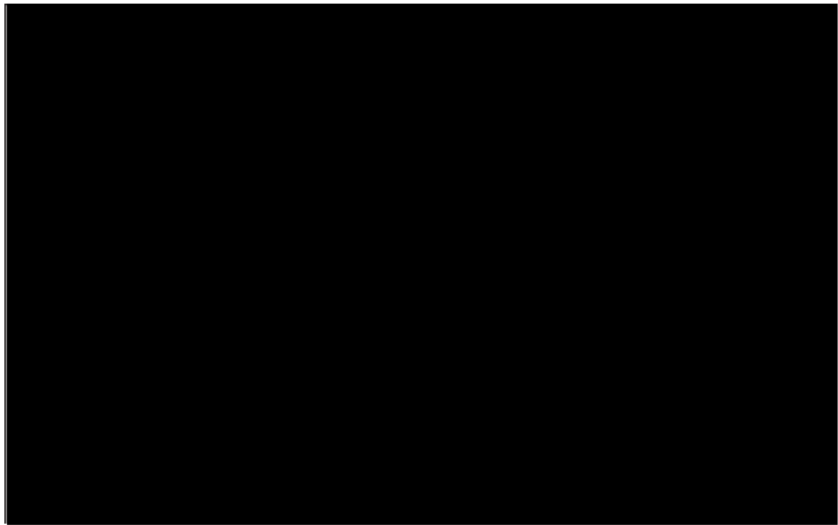
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Notice Details

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Attention:





for and on behalf of  
**T Direct Lending Holdings Lux Sarl**  
as an **Initial Commitment Party**

Name 

Title: Authorised Signatory

Notice Details

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Email:

Attention:







for and on behalf of  
**A-Life Direct Lux Sàrl**  
as an **Initial Commitment Party**

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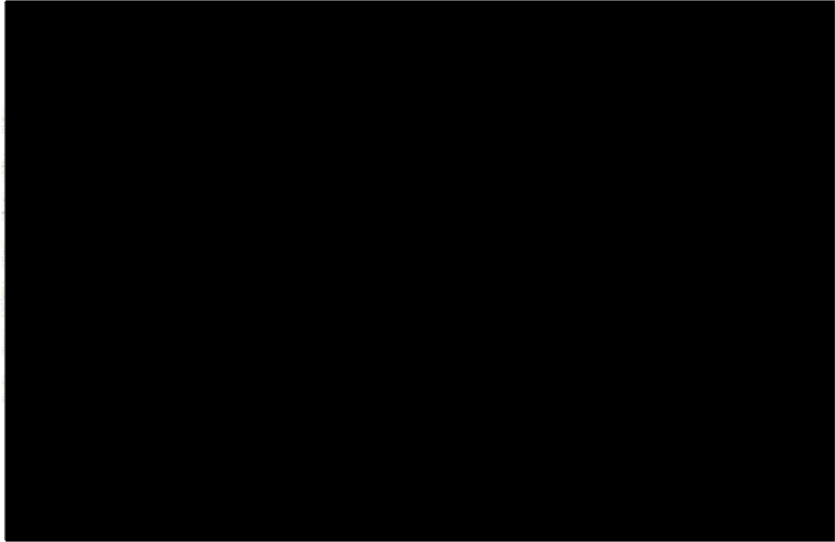
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Attention:



[Redacted]

for and on behalf of  
**CST Core Senior Lending Lux Sarl**  
as an **Initial Commitment Party**

Name: [Redacted]

Title: Authorised Signatory

Notice Details

Address:

Email:

Attention:

[Redacted]



for and on behalf of

**Blackstone Secured Lending Fund**

as an Initial Commitment Party

Name: [Redacted]  
Title: Authorized Signatory

Notice Details

Address: [Redacted]

Email: [Redacted]

Copy to: [Redacted]  
[Redacted]

Attention: [Redacted]

[Redacted]

for and on behalf of

**Blackstone Private Credit Fund**

as an Initial Commitment Party

Name: [Redacted]

Title: Authorized Signatory

Notice Details

Address:

Email:

Copy to:

[Redacted]

Attention: [Redacted]

[Redacted]

for and on behalf of

**Blackstone Holdings Finance Co. L.L.C.**

as an Initial Commitment Party

Name: [Redacted]

Title: Authorized Signatory

Notice Details

Address | [Redacted]

Email: [Redacted]

Copy to: [Redacted]  
[Redacted]

Attention: [Redacted]

for and on behalf of

**Blackstone European Senior Debt Fund III SCSp**

as an Initial Commitment Party

By: Blackstone European Senior Debt Associates III GP S.à.r.l., its managing general partner



Name:   
Title: Class A Manager *Manager*

Name: \_\_\_\_\_  
Title: Class B Manager

Notice Details

Address: 

Email: 

Attention: 

Copy to: 

Address: 

Attention: 

Email: 

Copy to: 

for and on behalf of

**Blackstone European Senior Debt Fund III SCSp**

as an Initial Commitment Party

By: Blackstone European Senior Debt Associates III GP S.à.r.l., its managing general partner



Name:

Title: Class A Manager

Name:

Title: Class B Manager

Notice Details

Address:

Email:

Attention:

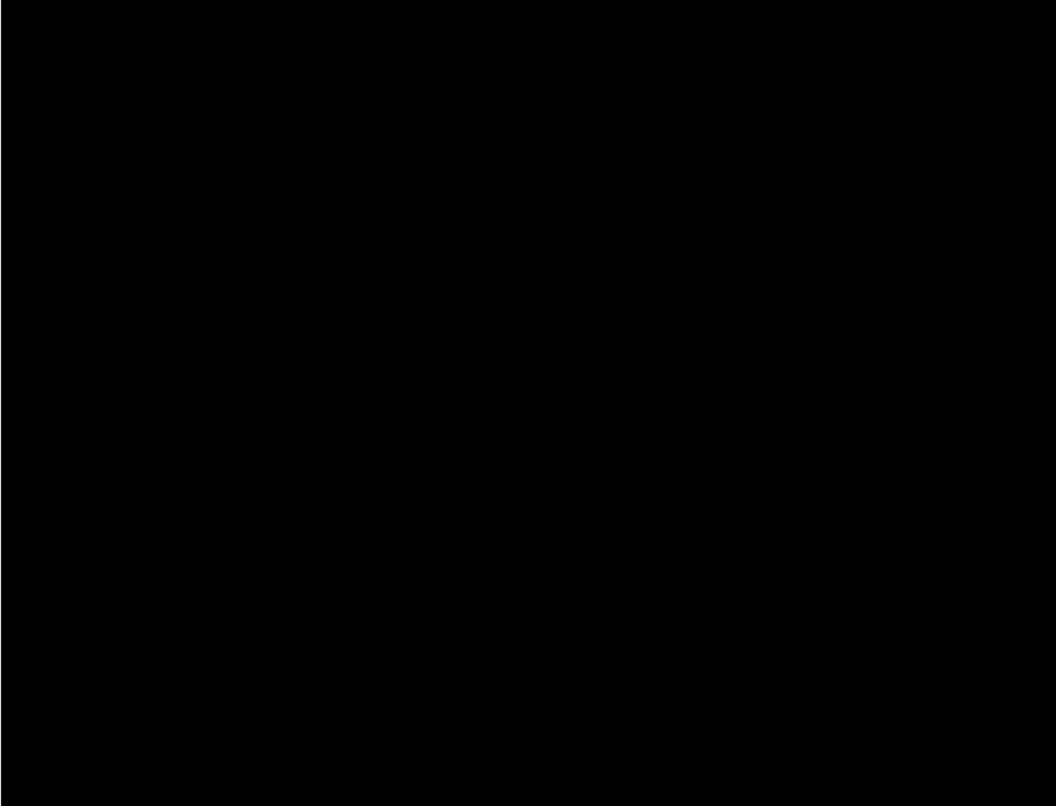
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for and on behalf of

**Blackstone European Senior Debt Fund III Levered SCSp**

as an Initial Commitment Party

By: Blackstone European Senior Debt Associates III GP S.à.r.l., its managing general partner

[Redacted Signature]

Name:

*Manager*

Name:

Title: Class A Manager

Title: Class B Manager

Notice Details

Address:

Email:

Attention:

Copy to:

Address:

Attention:

Email:

Copy to:

[Redacted Notice Details]



for and on behalf of

**Blackstone European Senior Debt Fund III Levered SCSp**

as an Initial Commitment Party

By: Blackstone European Senior Debt Associates III GP S.à.r.l., its managing general partner



Name:

Title: Class A Manager

Name:

Title: Class B Manager

Notice Details

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Email:

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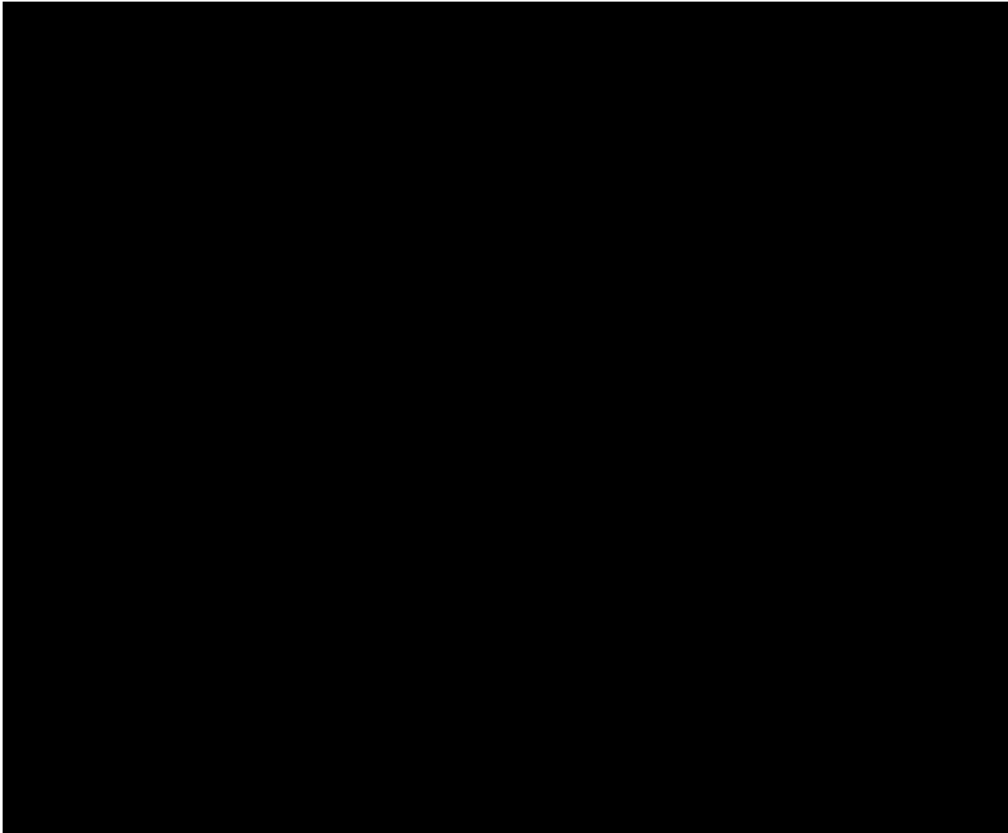
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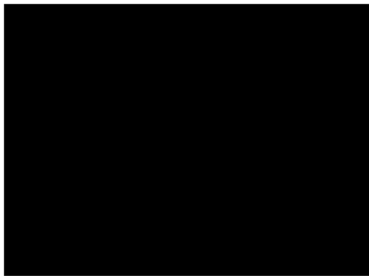
for and on behalf of  
**ACMP Holdings, LLC**  
as an **Initial Commitment Party**

Name: 

Title: Vice President

Notice Details

Address:



Email:

Attention:

Yours faithfully

[Redacted Signature]

---

for and on behalf of  
**ACMP Holdings, LLC** as an  
**Original Interim Lender**

Name: [Redacted]

Title: Vice President

Notice Details

Address: [Redacted]

Email: [Redacted]

Attention: [Redacted]

[Redacted]

[Redacted]

for and on behalf of

**Blackstone Secured Lending Fund**

as an Original Interim Lender

Name: [Redacted]

Title: Authorized Signatory

Notice Details

Address:

Email:

Copy to:

Attention:


[Redacted]



for and on behalf of

**Blackstone Private Credit Fund**

as an Original Interim Lender

Name:   
Title: Authorized Signatory

Notice Details

Address:

Email:

Copy to:

Attention:





for and on behalf of

**Blackstone Holdings Finance Co. L.L.C.**

as an Original Interim Lender

Name: 

Title: Authorized Signatory

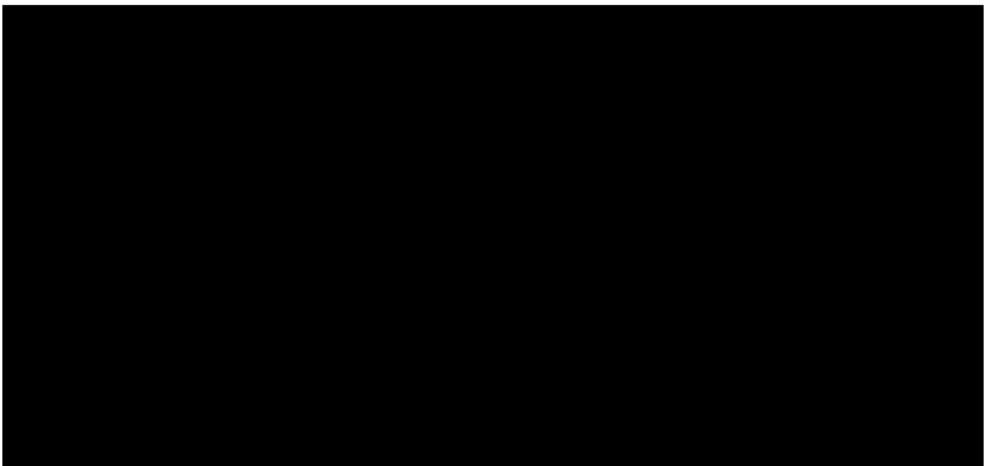
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Email:

Copy to:

Attention:



for and on behalf of

**Blackstone European Senior Debt Fund III SCSp**

as an Original Interim Lender

By: Blackstone European Senior Debt Associates III GP S.à.r.l., its managing general partner



Name:

*Manager*

Title: Class A Manager

Name:

Title: Class B Manager

Notice Details

Address:

Email:

Attention:

Copy to:

Address:

Attention:

Email:

Copy to:



for and on behalf of

**Blackstone European Senior Debt Fund III SCSp**

as an Original Interim Lender

By: Blackstone European Senior Debt Associates III GP S.à.r.l., its managing general partner

\_\_\_\_\_  
Name:

Title: Class A Manager

\_\_\_\_\_  
Name:

Title: Class B Manager

Notice Details

Address:

Email:

Attention:

Copy to:

Address:

Attention:

Email:

Copy to:



for and on behalf of

**Blackstone European Senior Debt Fund III Levered SCSp**

as an Original Interim Lender

By: Blackstone European Senior Debt Associates III GP S.à.r.l., its managing general partner



Name:

*Manager*

Name:

Title: Class A Manager

Title: Class B Manager

Notice Details

Address:

Email:

Attention:

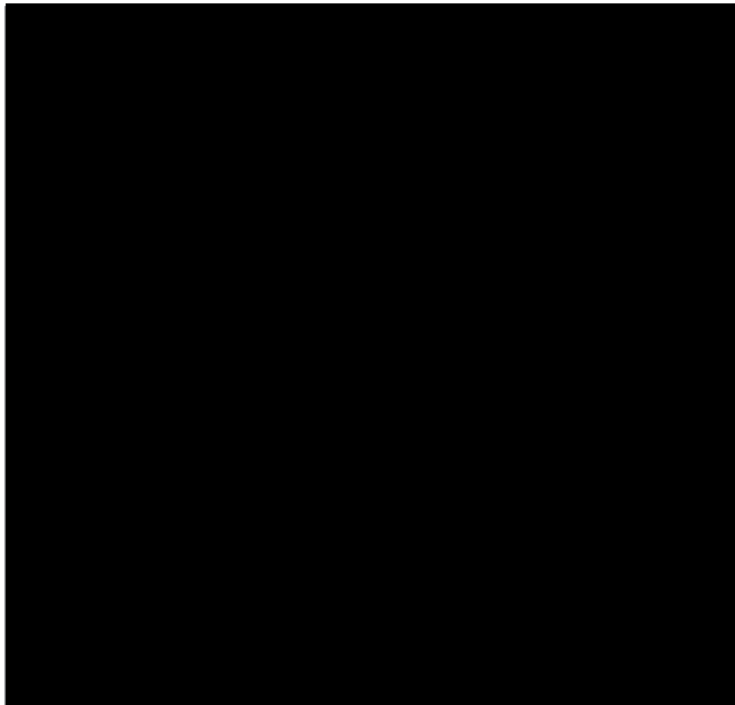
Copy to:

Address:

Attention:

Email:

Copy to:



for and on behalf of

**Blackstone European Senior Debt Fund III Levered SCSp**

as an Original Interim Lender

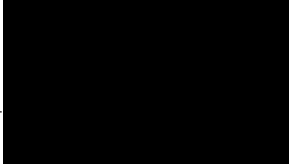
By: Blackstone European Senior Debt Associates III GP S.à.r.l., its managing general partner

\_\_\_\_\_  
Name:

Title: Class A Manager

\_\_\_\_\_  
Name:

Title: Class B Manager



Notice Details

Address:

Email:

Attention:

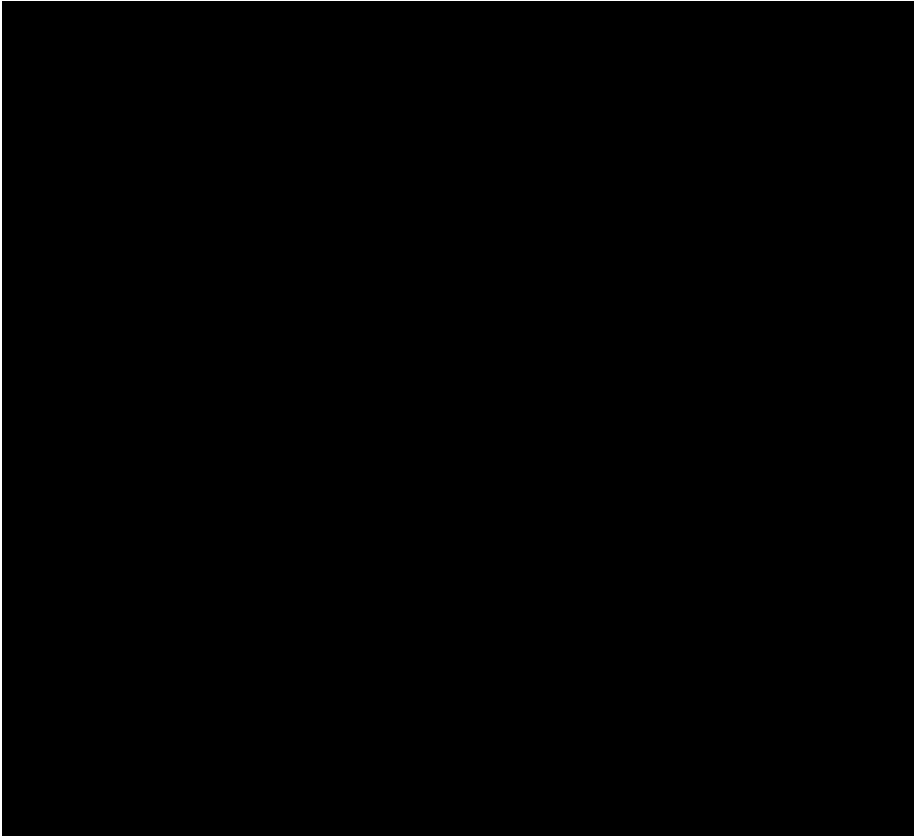
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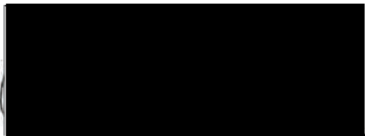
Address:

Attention:

Email:

Copy to:





for and on behalf of  
**CST Core Senior Lending Lux Sarl**  
as an **Original Interim Lender**

Name: 

Title: Authorised Signatory

Notice Details

Address:

Email:

Attention:





for and on behalf of  
**A-Life Direct Lux Sàrl**  
as an **Original Interim Lender**

Name: 

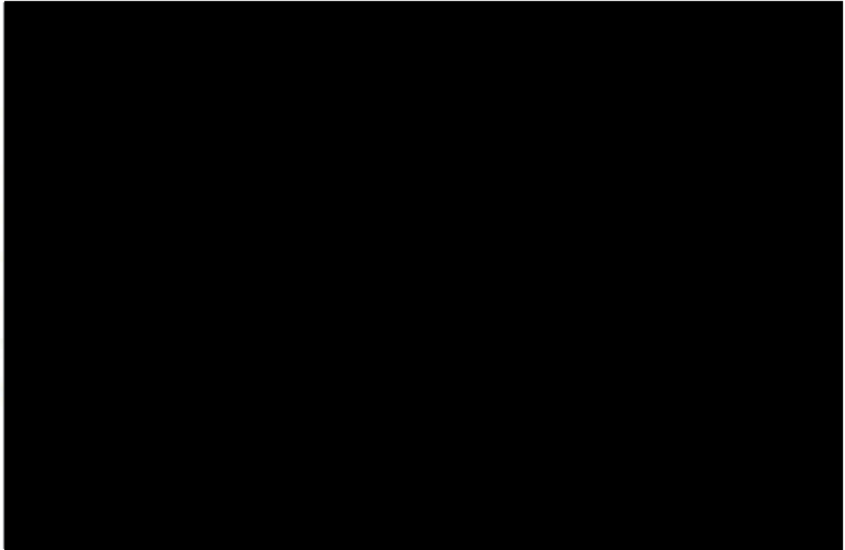
Title: Authorised Signatory

Notice Details

Address:

Email:

Attention:





for and on behalf of  
**T Direct Lending Holdings Lux Sarl**  
as an **Original Interim Lender**

Name: 

Title: Authorised Signatory

Notice Details

Address:

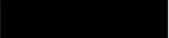
Email:

Attention:





for and on behalf of  
**CSL Fund (PB) II Lux Sàrl II**  
as an **Original Interim Lender**

Name: 

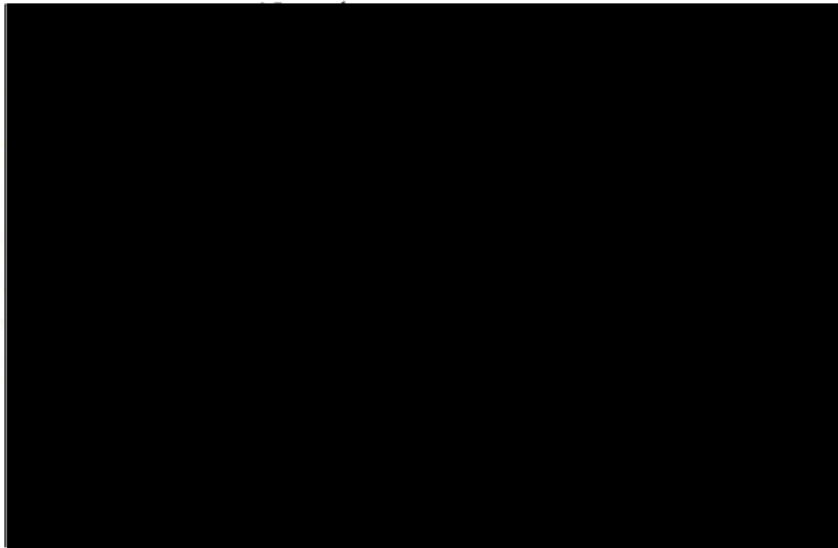
Title: Authorised Signatory

Notice Details

Address:

Email:

Attention:





for and on behalf of  
**CSL Fund Portfolio 2022 Lux Sarl**  
as an **Original Interim Lender**

Name: 

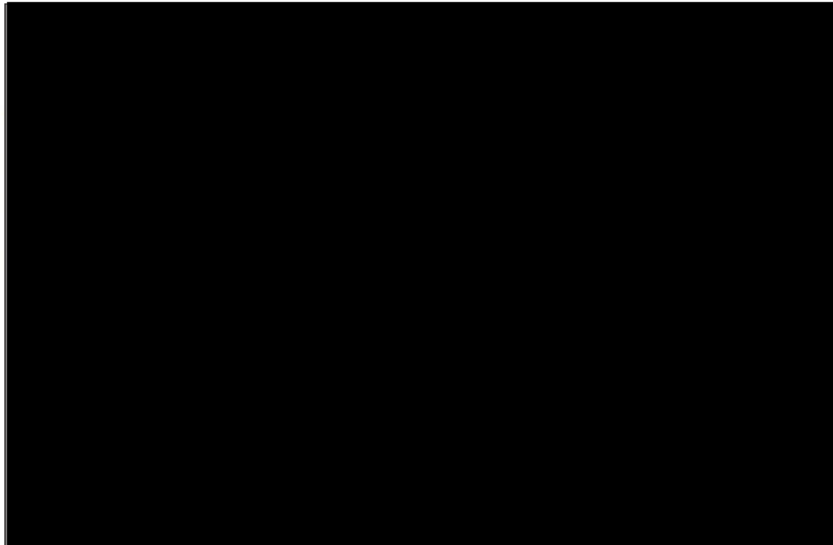
Title: Authorised Signatory

Notice Details

Address:

Email:

Attention:





for and on behalf of  
**Core Senior Lending Portfolio II Lux Sàrl**  
as an **Original Interim Lender**

Name: 

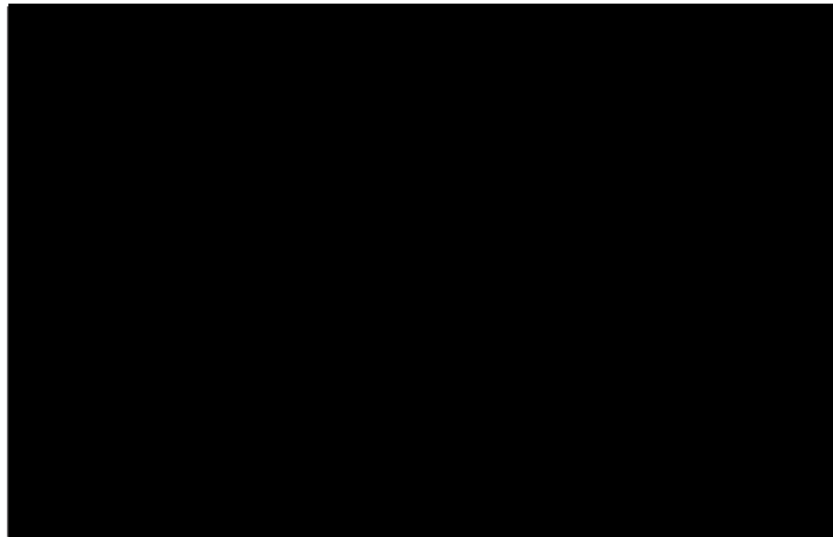
Title: Authorised Signatory

Notice Details

Address:

Email:

Attention:







for and on behalf of  
**Core Senior Lending Fund (A-A) Lux Sàrl  
II**  
as an **Original Interim Lender**

Name: 

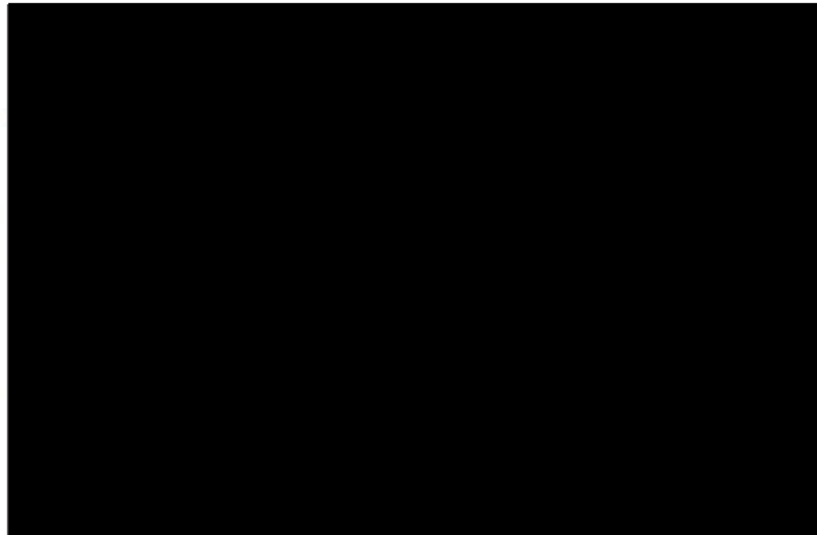
Title: Authorised Signatory

Notice Details

Address:

Email:

Attention:





for and on behalf of  
**HPS SALI IDF Lux Sàrl II**  
as an **Original Interim Lender**

Name: 

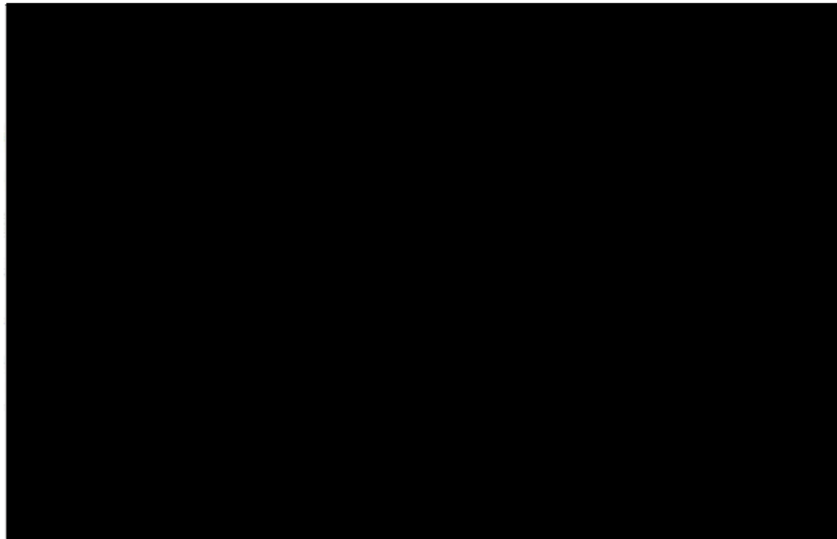
Title: Authorised Signatory

Notice Details

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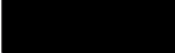
Email:

Attention:





for and on behalf of  
**HLEND Lux Sarl**  
as an **Original Interim Lender**

Name: 

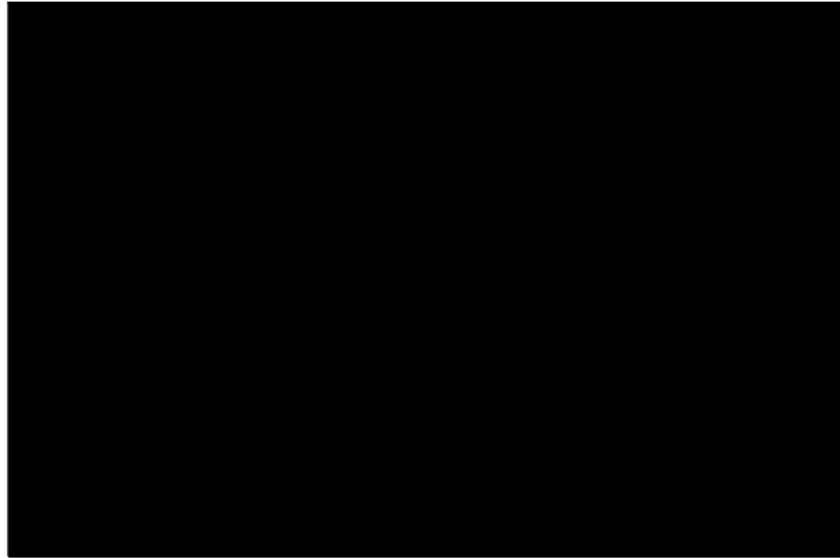
Title: Authorised Signatory

Notice Details

Address:

Email:

Attention:





for and on behalf of  
**ART Direct Lending Lux Sàrl**  
as an **Original Interim Lender**

Name: 

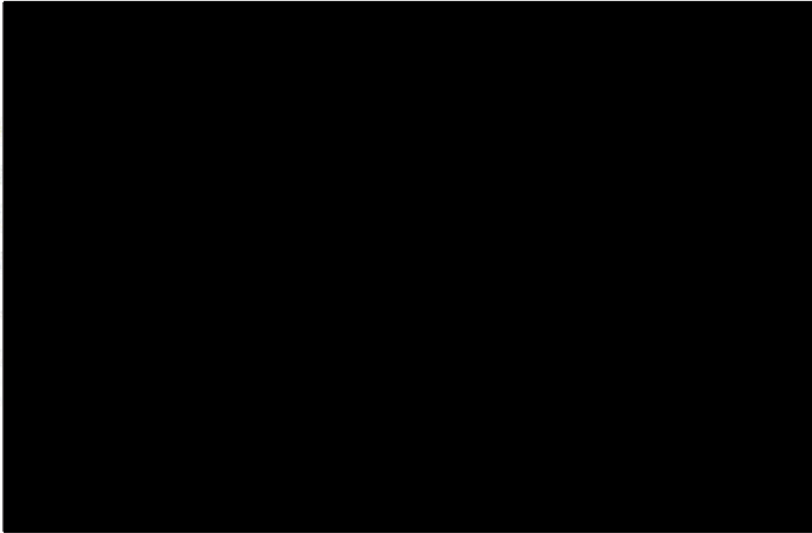
Title: Authorised Signatory

Notice Details

Address:

Email:

Attention:





for and on behalf of  
**CSL Co-Invest Lux Sarl II**  
as an **Original Interim Lender**

Name: 

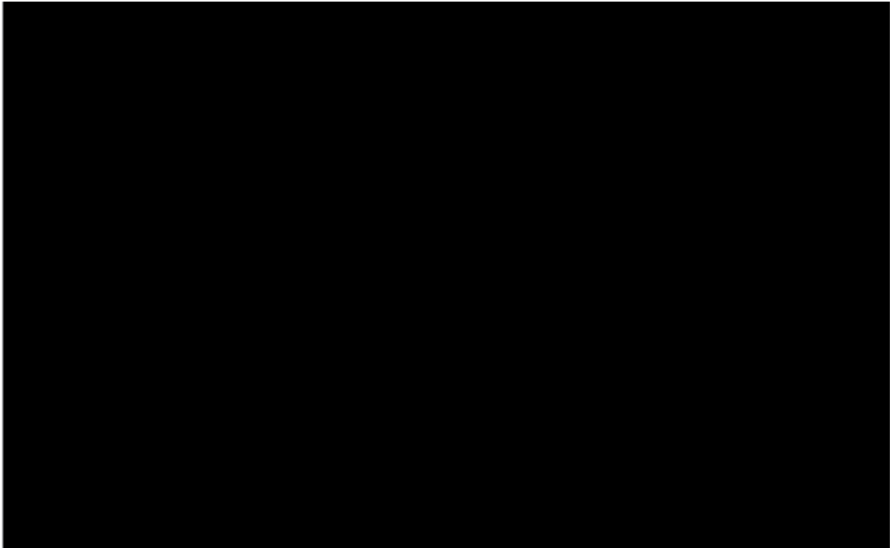
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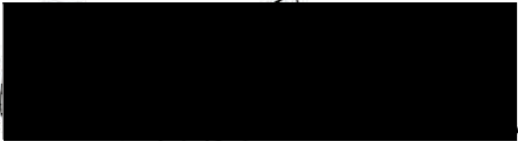
Notice Details

Address:

Email:

Attention:





for and on behalf of  
**Anchor Direct Lending Co-Invest Lux  
Sàrl, represented by its Portfolio  
Manager, HPS Investment Partners, LLC**  
as an **Original Interim Lender**

Name 

Title: Managing Director

Notice Details

Address:

Email:

Attention:





for and on behalf of  
**SIP V Onshore Lux Sàrl**  
as an **Original Interim Lender**

Name: 

Title: Authorised Signatory

Notice Details

Address:

Email:

Attention:





for and on behalf of  
**SIP V AP Lux Sàrl**  
as an **Original Interim Lender**

Name: 

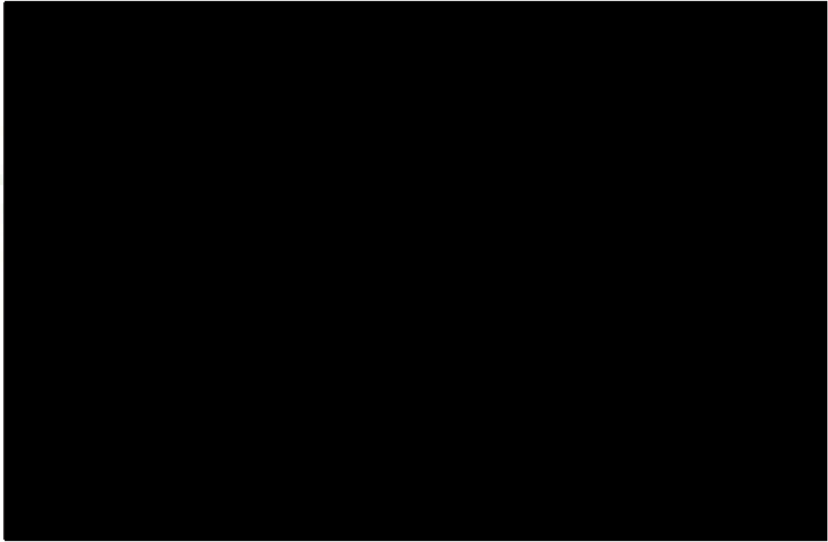
Title: Authorised Signatory

Notice Details

Address:

Email:

Attention:







for and on behalf of  
**SIP V Offshore Lux Sàrl**  
as an **Original Interim Lender**

Name 

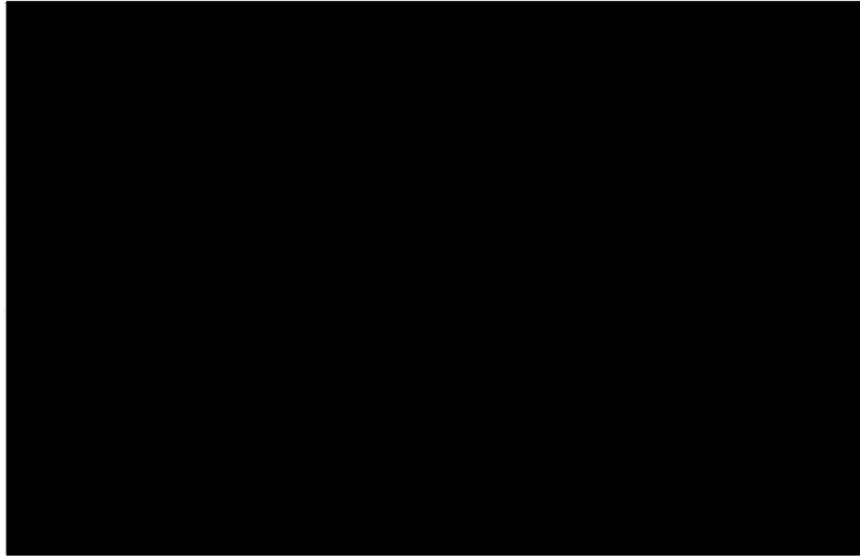
Title: Authorised Signatory

Notice Details

Address:

Email:

Attention:



[Redacted]

for and on behalf of  
**Brickyard Direct Lux Sarl II**  
as an **Original Interim Lender**

Name [Redacted]

Title: Authorised Signatory

Notice Details

Address:

Email:

Attention:

[Redacted]

for and on behalf of

**ALBACORE PARTNERS III INVESTMENT HOLDINGS LOAN ORIGINATION  
DESIGNATED ACTIVITY COMPANY** and acknowledged for and on behalf of AlbaCore  
Capital Group ICAV

By: **ALBACORE CAPITAL LLP** as investment manager for and on behalf of AlbaCore Capital  
Limited as AIFM for AlbaCore Partners III Investment Holdings Loan Origination Designated  
Activity Company and AlbaCore Capital Group ICAV

as an Interim Lender

[Redacted]

---

Name: [Redacted]

Title: Member

Notice Details

Address:

Email:

Attention:

[Redacted]

for and on behalf of

**ALBACORE PARTNERS III INVESTMENT HOLDINGS LOAN ORIGINATION  
DESIGNATED ACTIVITY COMPANY** and acknowledged for and on behalf of AlbaCore  
Capital Group ICAV

By: **ALBACORE CAPITAL LLP** as investment manager for and on behalf of AlbaCore Capital  
Limited as AIFM for AlbaCore Partners III Investment Holdings Loan Origination Designated  
Activity Company and AlbaCore Capital Group ICAV

as an Additional Commitment Party

[Redacted]

Name: [Redacted]

Title: Member

Notice Details

Address:

Email:

Attention:

[Redacted]

for and on behalf of  
**BETA SEC DAC**  
as an Interim Lender

\_\_\_\_\_  
N [Redacted]

Title: Director

\_\_\_\_\_  
Nam [Redacted]

Title: Alternate Director

Notice Details

Address:

Email:

Attention:

[Redacted]

for and on behalf of

**BETA SEC DAC**

as an Additional Commitment Party

\_\_\_\_\_  
[Redacted Name]

Title: Director

\_\_\_\_\_  
[Redacted Name]

Name

Title: Director

Notice Details

Address:

Email:

Attention:

[Redacted Notice Details]

for and on behalf of  
**SC CO-INVESTMENT EU PD SARL**  
as an Interim Lender



C814694BB8EA41B...

Name: [Redacted]

Title: **Manager**



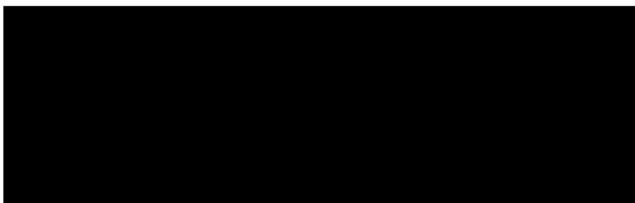
Title: **Manager**

Notice Details

Address:

Email:

Attention:



for and on behalf of

**SC CO-INVESTMENT EU PD SARL**

as an Additional Commitment Party

[Redacted]

[Redacted]

Name: [Redacted]

Name: [Redacted]

Title: Manager

Title: Manager

Notice Details

Address:

Email:

Attention:

[Redacted]



for and on behalf of  
**DCSV SCA WITH RESPECT TO ITS DCSV HORSESHOE - COMPARTMENT**  
**REPRESENTED BY PIMCO GP VIII S.À R.L.**

as an Interim Lender

\_\_\_\_\_  
Name: [REDACTED]  
Title: Manager

\_\_\_\_\_  
Name: [REDACTED]  
Title: Manager

Notice Details

Address:

Email:

Attention:

[REDACTED]

for and on behalf of  
**DCSV SCA WITH RESPECT TO ITS DCSV HORSESHOE - COMPARTMENT**  
**REPRESENTED BY PIMCO GP VIII S.À R.L.**

as an Additional Commitment Party

_____ Name: [Redacted] Title: Manager	_____ Name: [Redacted] Title: Manager
---	---

Notice Details

Address: [Redacted]  
Email: [Redacted]  
Attention: [Redacted]

for and on behalf of  
**DCSV SCA WITH RESPECT TO ITS DCSV PCL - COMPARTMENT**  
**REPRESENTED BY PIMCO GP VIII S.À R.L.**

as an Interim Lender

\_\_\_\_\_  
Name: [Redacted]  
Title: Manager

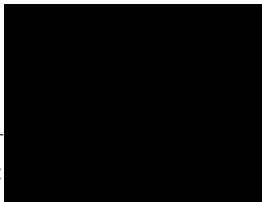
\_\_\_\_\_  
Name: [Redacted]  
Title: Manager

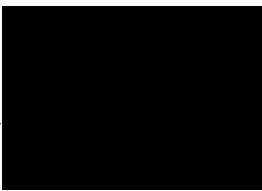
Notice Details

Address: [Redacted]  
Email: [Redacted]  
Attention: [Redacted]

for and on behalf of  
**DCSV SCA WITH RESPECT TO ITS DCSV PCL - COMPARTMENT  
REPRESENTED BY PIMCO GP VIII S.À R.L.**

as an Additional Commitment Party

\_\_\_\_\_  
Name:  \_\_\_\_\_  
Title: Manager

\_\_\_\_\_  
Name:  \_\_\_\_\_  
Title: Manager

Notice Details

Address: 

Email: 

Attention: 

for and on behalf of  
**PDLF-PS MARACAS S.À R.L**  
as an Interim Lender

\_\_\_\_\_  
Name: [Redacted]

Title: Manager

\_\_\_\_\_  
Name: [Redacted]

Title: Manager

Notice Details


Address:

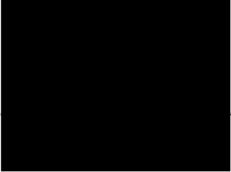
Email:

Attention:

[Redacted]

for and on behalf of  
**PDLF-PS MARACAS S.À R.L**  
as an Additional Commitment Party

\_\_\_\_\_  
Name   
Title: Manager

\_\_\_\_\_  
Name:   
Title: Manager

Notice Details

Address:

Email:

Attention:



for and on behalf of  
**PIF PADDINGTON S.À R.L.**

as an Interim Lender

\_\_\_\_\_  
Name: 

Title: Manager

\_\_\_\_\_  
Name: 

Title: Manager

Notice Details

Address:

Email:

Attention:

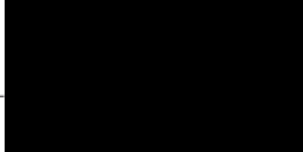


for and on behalf of  
**PIF PADDINGTON S.À R.L.**

as an Additional Commitment Party

\_\_\_\_\_  
Name: 

Title: Manager

\_\_\_\_\_  
Name: 

Title: Manager

Notice Details

Address:

Email:

Attention:





for and on behalf of **PACIFIC INVESTMENT MANAGEMENT COMPANY LLC** as investment manager or adviser signing for and on behalf of:

**PIMCO ACCESS INCOME FUND**

**PIMCO DYNAMIC INCOME OPPORTUNITIES FUND**

**PIMCO DYNAMIC INCOME FUND**

**PIMCO FLEXIBLE CREDIT INCOME FUND**

**PIMCO DYNAMIC INCOME STRATEGY FUND**

as an Interim Lender<sup>2</sup>

By: 

Name: 

Title: Managing Director



Notice Details

Address: 

Email: 

---

<sup>2</sup> The obligations arising out of this instrument are several and not joint with respect to each participating fund and account, in accordance with its proportionate interest hereunder, and the parties agree not to proceed against any fund or account for the obligations of another. To the extent a fund or account is a registered investment company ("Trust") or a series thereof, a copy of the Declaration of Trust of such Trust is on file with the Secretary of State of The Commonwealth of Massachusetts or Secretary of State of the State of Delaware. The obligations of or arising out of this instrument are not binding upon any of such Trust's trustees, officers, employees, agents or shareholders individually, but are binding solely upon the assets and property of the Trust in accordance with its proportionate interest hereunder. If this instrument is executed by or on behalf of a Trust on behalf of one or more series of the Trust, the assets and liabilities of each series of the Trust are separate and distinct and the obligations of or arising out of this instrument are binding solely upon the assets or property of the series on whose behalf this instrument is executed. If this agreement is being executed on behalf of more than one series of a Trust, the obligations of each series hereunder shall be several and not joint, in accordance with its proportionate interest hereunder, and the parties agree not to proceed against any series for the obligations of another.

for and on behalf of **PACIFIC INVESTMENT MANAGEMENT COMPANY LLC** as investment manager or adviser signing for and on behalf of:

**PIMCO ACCESS INCOME FUND**

**PIMCO DYNAMIC INCOME OPPORTUNITIES FUND**

**PIMCO DYNAMIC INCOME FUND**

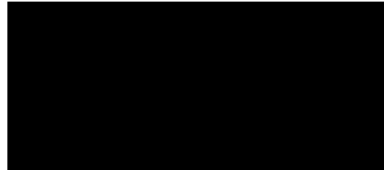
**PIMCO FLEXIBLE CREDIT INCOME FUND**

**PIMCO DYNAMIC INCOME STRATEGY FUND**


as an Additional Commitment Party<sup>3</sup>

By: 

Name: 

Title: Managing Director 

Notice Details

Address: 

Email: 

---

<sup>3</sup> The obligations arising out of this instrument are several and not joint with respect to each participating fund and account, in accordance with its proportionate interest hereunder, and the parties agree not to proceed against any fund or account for the obligations of another. To the extent a fund or account is a registered investment company ("Trust") or a series thereof, a copy of the Declaration of Trust of such Trust is on file with the Secretary of State of The Commonwealth of Massachusetts or Secretary of State of the State of Delaware. The obligations of or arising out of this instrument are not binding upon any of such Trust's trustees, officers, employees, agents or shareholders individually, but are binding solely upon the assets and property of the Trust in accordance with its proportionate interest hereunder. If this instrument is executed by or on behalf of a Trust on behalf of one or more series of the Trust, the assets and liabilities of each series of the Trust are separate and distinct and the obligations of or arising out of this instrument are binding solely upon the assets or property of the series on whose behalf this instrument is executed. If this agreement is being executed on behalf of more than one series of a Trust, the obligations of each series hereunder shall be several and not joint, in accordance with its proportionate interest hereunder, and the parties agree not to proceed against any series for the obligations of another.

for and on behalf of  
**HSBC BANK PLC**  
as an Interim Lender

   
Name:  
Title:

Notice Details

Address:   
Email:  
Attention:

for and on behalf of  
**HSBC BANK PLC**  
as an Additional Commitment Party

\_\_\_\_\_  
Name: [Redacted] [Redacted]  
Title:

Notice Details

Address: [Redacted]  
Email: [Redacted]  
Attention: [Redacted]

for and on behalf of  
**NOVO HOLDINGS A/S**  
as an Interim Lender

\_\_\_\_\_  
[Redacted Signature]

Name:

Title: *PRINCIPAL*

\_\_\_\_\_  
[Redacted Signature]

Name:

Title: *SR. ASSOCIATE*

Notice Details

Address:

Email:

Attention:

[Redacted Address, Email, and Attention Information]

for and on behalf of  
**NOVO HOLDINGS A/S**  
as an Additional Commitment Party

\_\_\_\_\_  
Name: 

Title: *PRINCIPAL*

  
\_\_\_\_\_

Name: 

Title: *SR. ASSOCIATE*

Notice Details

Address:

Email:

Attention:



for and on behalf of

**PINESTREET GLOBAL CREDIT FUND II**

as an Interim Lender

NongHyup Bank in its capacity as trustee of PINESTREET GLOBAL CREDIT FUND II

[Redacted]

Name:

[Redacted]

Title:

**Senior Manager**

Notice Details

Address:

[Redacted]

Email:

Attention:

for and on behalf of

**PINESTREET GLOBAL CREDIT FUND II**

as an Additional Commitment Party

NongHyup Bank in its capacity as trustee of PINESTREET GLOBAL CREDIT FUND II

\_\_\_\_\_  


Name:

Title:

  
Senior Manager

Notice Details

Address:

Email:

Attention:





for and on behalf of  
**HL INVESTMENT S.À R.L.**  
as an Interim Lender

  
\_\_\_\_\_

Name 

Title: Manager

  
\_\_\_\_\_

Name: 

Title: Manager

Notice Details

Address: 

Email: 

Attention: 

for and on behalf of

**HL INVESTMENT S.À R.L.**

as an Additional Commitment Party

\_\_\_\_\_  
[Redacted Signature]

Name [Redacted]

Title: Manager

\_\_\_\_\_  
[Redacted Signature]

Name: [Redacted]

Title: Manager

Notice Details

Address [Redacted]

Email: [Redacted]

Attentio [Redacted]

for and on behalf of

**OCM STRATEGIC CREDIT INVESTMENTS 3 S.À R.L.**

as an Interim Lender



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Name: 

Name: 

Title: Manager

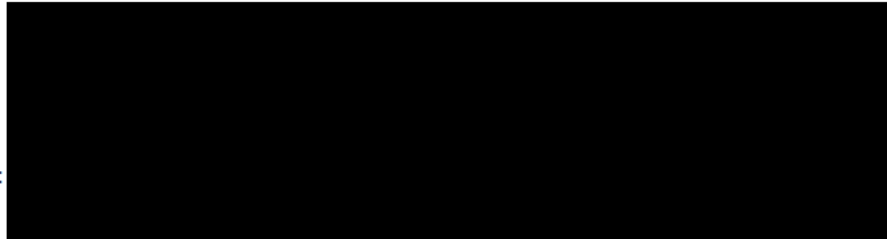
Title: Manager

Notice Details

Address:

Email:

Attention:



for and on behalf of

**OCM STRATEGIC CREDIT INVESTMENTS 3 S.À R.L.**

as an Additional Commitment Party

[Redacted]

[Redacted]

Name: [Redacted]

Name: [Redacted]

Title: Manager

Title: Manager

Notice Details

Address:

Email:

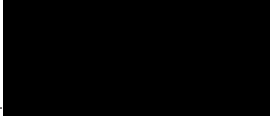
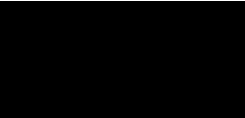


Attention:

[Redacted]

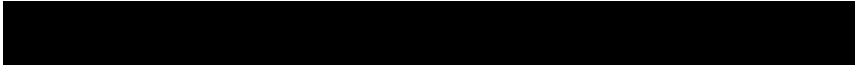
for and on behalf of

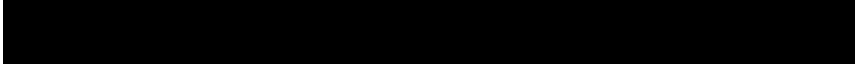
**OCM STRATEGIC CREDIT INVESTMENTS 2 S.À R.L.**

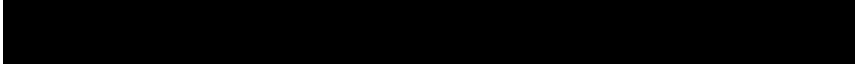
as an Interim Lender

 _____	 _____
Name: 	Name: 
Title: Manager	Title: Manager

Notice Details

Address: 

Email: 

Attention: 

for and on behalf of

**OCM STRATEGIC CREDIT INVESTMENTS 2 S.À R.L.**

as an Additional Commitment Party

[Redacted]

[Redacted]

Name: [Redacted]

Name: [Redacted]

Title: Manager

Title: Manager

Notice Details

Address:

Email:

Attention:

[Redacted]

for and on behalf of  
**OAKTREE GCP HOLDINGS II S.À R.L.**  
as an Interim Lender



---

Name: 

Name: 

Title: Manager

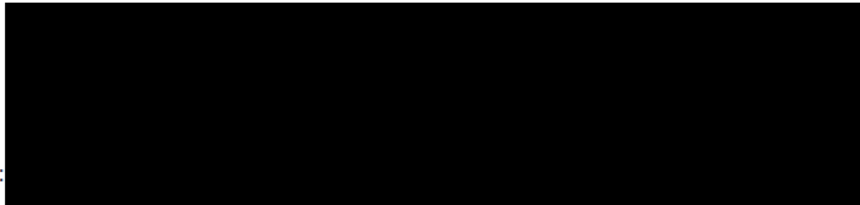
Title: Manager

Notice Details

Address:

Email:

Attention:



for and on behalf of

**OAKTREE GCP HOLDINGS II S.À R.L.**

as an Additional Commitment Party



Name: 

Name: 

Title: Manager

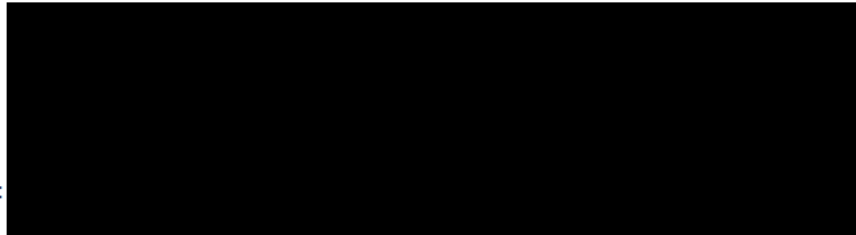
Title: Manager

Notice Details

Address:

Email:

Attention:





for and on behalf of

**OAKTREE DIRECT LENDING HOLDINGS NON-EURRC S.À R.L.**

as an Interim Lender

[Redacted]

[Redacted]

Name: [Redacted]

Name: [Redacted]

Title: Manager

Title: Manager

Notice Details

Address:

Email:

Attention:

[Redacted]

for and on behalf of

**OAKTREE DIRECT LENDING HOLDINGS NON-EURRC S.À R.L.**

as an Additional Commitment Party

  
\_\_\_\_\_

Name: 

Title: Manager

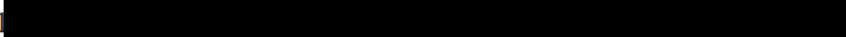
  
\_\_\_\_\_

Name: 

Title: Manager

Notice Details

Address: 

Email: 

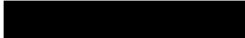
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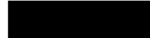
for and on behalf of

**OAKTREE DIRECT LENDING UNLEVERED HOLDINGS NON-EURRC S.À R.L.**

as an Interim Lender



Name: 

Name: 

Title: Manager

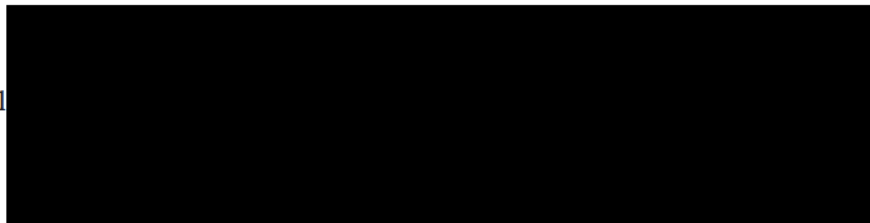
Title: Manager

Notice Details

Address:

Email: 1

Attention:

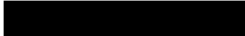


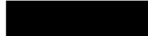
for and on behalf of

**OAKTREE DIRECT LENDING UNLEVERED HOLDINGS NON-EURRC S.À R.L.**

as an Additional Commitment Party



Name: 

Name: 

Title: Manager

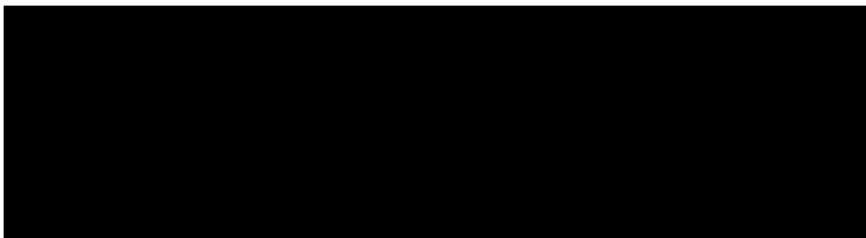
Title: Manager

Notice Details

Address:

Email:

Attention:



for and on behalf of

**OAKTREE DIRECT LENDING VCOC HOLDINGS NON-EURRC S.À R.L.**

as an Interim Lender

[Redacted]

[Redacted]

Name: [Redacted]

Name: [Redacted]

Title: Manager

Title: Manager

Notice Details

Address:

Email:

Attention:

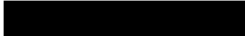
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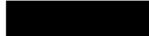
for and on behalf of

**OAKTREE DIRECT LENDING VCOC HOLDINGS NON-EURRC S.À R.L.**

as an Additional Commitment Party



Name: 

Name: 

Title: Manager

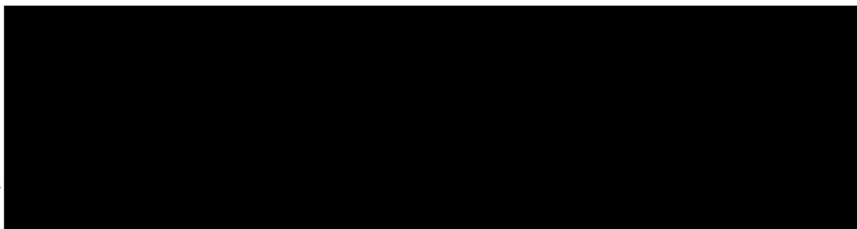
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Notice Details

Address:

Email:

Attention:

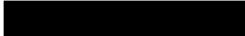


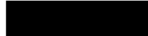
for and on behalf of

**OAKTREE LENDING PARTNERS AIV INVESTMENTS (UNLEVERED) S.À R.L.**

as an Interim Lender



Name: 

Name: 

Title: Manager

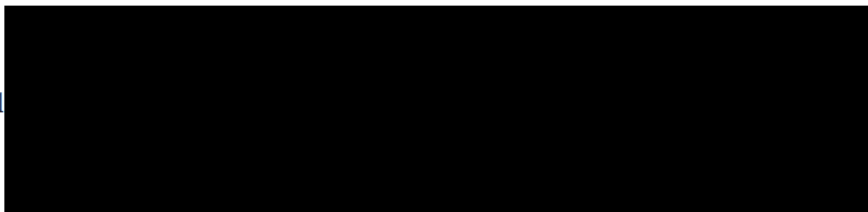
Title: Manager

Notice Details

Address:

Email: 1

Attention:



for and on behalf of

**OAKTREE LENDING PARTNERS AIV INVESTMENTS (UNLEVERED) S.À R.L.**

as an Additional Commitment Party



Name: 

Name: 

Title: Manager

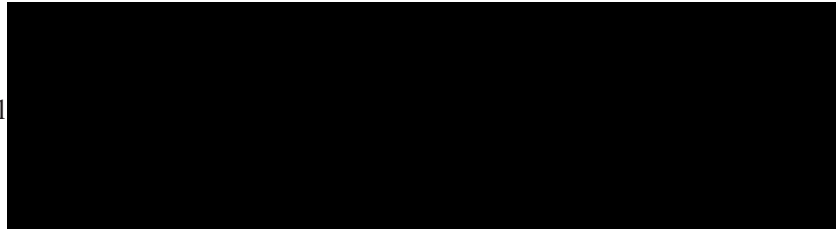
Title: Manager

Notice Details

Address:

Email: 1

Attention:






for and on behalf of  
**MUFG BANK, LTD., LONDON BRANCH**  
as an Interim Lender



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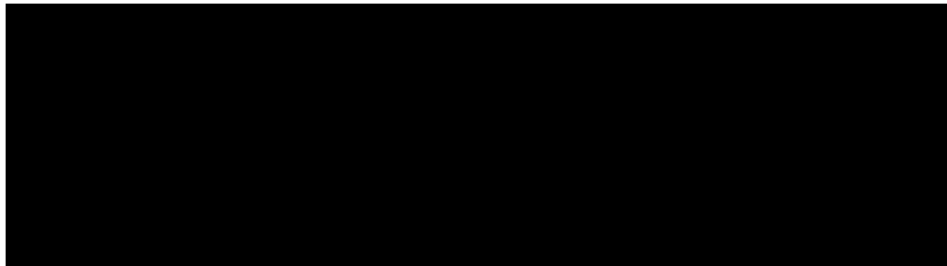
Name:   
Title: Director, Leveraged Finance

Notice Details

Address:

Email:

Attention:



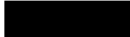
for and on behalf of

**MUFG BANK, LTD., LONDON BRANCH**

as an Additional Commitment Party



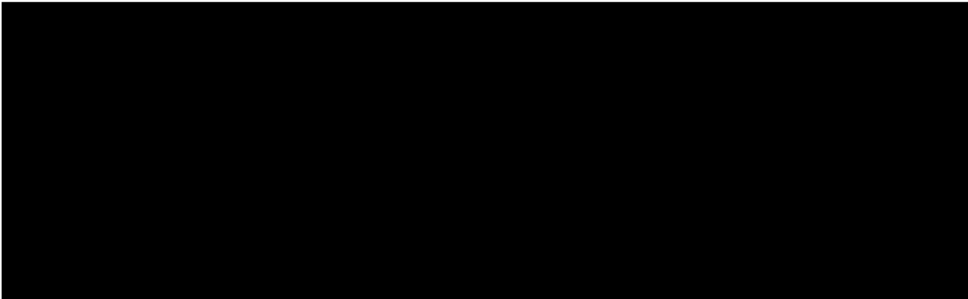
Name:



Title: Director, Leveraged Finance

Notice Details

Address:



Email:

Attention:

for and on behalf of  
**MIZUHO BANK, LTD.**  
as an Interim Lender

[Redacted Signature]

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Name: [Redacted]  
Title: Managing Director

Notice Details

Address: [Redacted]

Email: [Redacted]

Attention: [Redacted]

for and on behalf of

**MIZUHO BANK, LTD.**

as an Additional Commitment Party

[Redacted Signature]

Name: [Redacted]

Title: Managing Director

Notice Details

Address: [Redacted]

Email: [Redacted]

Attention: [Redacted]