

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

Attention: [REDACTED]

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

Ladies and Gentlemen:

**PROJECT HARP – CONDITIONS PRECEDENT SATISFACTION LETTER**

1. We refer to:
  - (a) the commitment letter dated on or about the date of this letter from, amongst others, us to the Company (as defined therein) (the “**Commitment Letter**”); and
  - (b) the agreed form interim facilities agreement attached as Appendix C to the Commitment Letter (the “**Agreed Form Interim Facilities Agreement**”).
2. Unless otherwise defined herein, terms defined in the Commitment Letter and/or the Agreed Form Interim Facilities Agreement (as applicable) 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 Agreed Form Interim Facilities Agreement.
3. We refer to Clause 3.1 and the conditions precedent set out in Schedule 3 (*Conditions Precedent*) of the Agreed Form Interim Facilities Agreement (the “**CP Schedule**”).
4. We hereby confirm (in our respective capacities) 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 legal opinions set out in paragraph 3 (*Legal Opinions*);
  - (d) the document referred to in paragraph 4 (*Announcement*);
  - (e) each of the documents and other evidence referred to in paragraph 5 (*Reports*); 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*) of 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 Commitment Letter or, if later, the Interim Facilities Agreement or Senior 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 Facilities Agreement (or the Lenders (taken as a whole) under the Senior Facilities Agreement) or any other changes approved by the Majority Interim Lenders (each acting reasonably) or Majority Lenders (each acting reasonably) with such approval not to be unreasonably withheld, made subject to any condition or delayed) and for these purposes we 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 or Senior 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 Facilities Agreement or the Senior Facilities Agreement, provided that the terms of such Holdco Financing are not inconsistent with the Holdco Financing Major Terms.

5. 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.
6. 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.

7. Following the execution and/or delivery of any replacement, amended, supplemented or varied documents and/or evidence described in (and in accordance with) paragraph 4 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 the Senior Facilities Agreement; and
  - (b) accordingly the corresponding conditions to the availability of the Interim Facilities or the Facilities will have been unconditionally and irrevocably satisfied.
8. Paragraphs 11 (*Confidentiality*) and 12 (*Publicity and Announcements*) of the Commitment Letter shall be deemed incorporated into this letter as though references therein to the Commitment 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.
9. This letter is provided to you for your benefit under the Commitment Letter. 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.
10. 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.
11. 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.
12. 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]*



**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: 

Title: Authorised Signatory

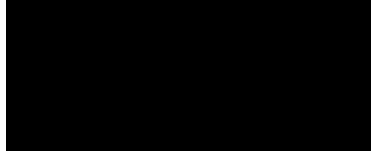


**KKR Tactical Private Credit LLC**

as Alternative Interim Lender

Name: [Redacted]

Title: Authorised Signatory

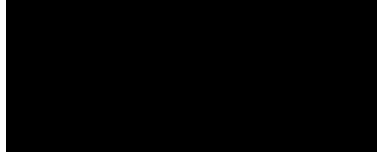


**FS KKR Capital Corp.**

as Alternative Interim Lender

Name: 

Title: Authorized Signatory



**Blue Eagle 2020-2A, Ltd**

as Alternative Interim Lender

Name: 

Title: Authorized Signatory



**Blue Eagle 2021-2A, LLC**

as Alternative Interim Lender

Name: 

Title: Authorized Signatory





**KKR Goldfinch L.P.**

as Alternative Interim Lender

Name: 

Title: Authorized Signatory



**Jesselton HIF DL Lev Cyan L.P.**

as Alterative Interim Lender

Name: 

Title: Authorized Signatory



**REMY Bermuda 1 LP**

as Alternative Interim Lender

Name: 

Title: Authorised Signatory



**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: 

Title: Director



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**KKR European Direct Lending Designated Activity Company**

as Original Interim Lender

Name: 

Title: Director



**KLP IV Funding Europe Designated Activity Company**

as Original Interim Lender

Name: 

Title: Director



**KKR EDL III (EUR) Designated Activity Company**

As Original Interim Lender

Name: 

Title: Director



**KKR-Barmenia EDL Designated Activity Company**

as Alternative Interim Lender

Name: 

Title: Director





**KKR-DUS EDL Designated Activity Company**

as Alternative Interim Lender

Name: 

Title: Director

[Redacted]

**KKR Income Trust Europe (Funded) Holdings Designated Activity Company**

as Alternative Interim Lender

Name: [Redacted]

Title: Director



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**KKR Lending Partners IV (Unlevered) Designated Activity Company**

as Alternative Interim Lender

Name: 

Title: Director



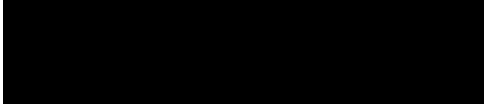
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**KKR Lending Partners IV (EEA) Unlevered Designated Activity Company**

as Alternative Interim Lender

Name: 

Title: Director



**KKR-NYC Credit A Lev Cyan Designated Activity Company**

as Alternative Interim Lender

Name: 

Title: Director



**CCLF Holdings (D35) LLC**

as Alternative Interim Lender

Name: 

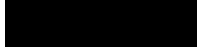
Title: President



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**KKR Corporate Lending (UK) LLC**

as Original Interim Lender

Name: 

Title: Authorised Signatory



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**KKR Corporate Lending (UK) LLC**

as Initial Commitment Party

Name:



Title: Authorised Signatory





**CST Core Senior Lending Lux Sarl**

as Initial Commitment Party

Name: 

Title: Authorised Signatory



**CST Core Senior Lending Lux Sarl**

as Original Interim Lender

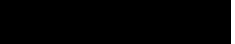
Name: 

Title: Authorised Signatory



**A-Life Direct Lux Sàrl**

as Initial Commitment Party

Name: 

Title: Authorised Signatory



**A-Life Direct Lux Sàrl**

as Original Interim Lender

Name: 

Title: Authorised Signatory



**T Direct Lending Holdings Lux Sarl**

as Initial Commitment Party

Name: 

Title: Authorised Signatory



**T Direct Lending Holdings Lux Sarl**

as Original Interim Lender

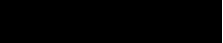
Name: 

Title: Authorised Signatory



**CSL Fund (PB) II Lux Sàrl II**

as Initial Commitment Party

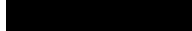
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Title: Authorised Signatory



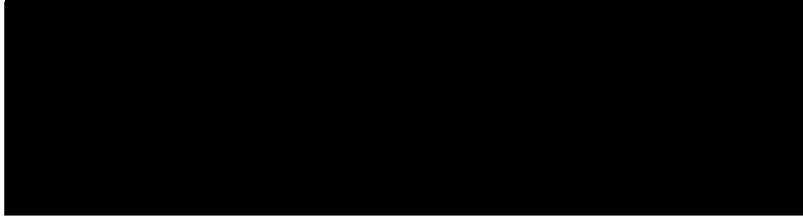
**CSL Fund (PB) II Lux Sàrl II**

as Original Interim Lender

Name: 

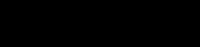
Title: Authorised Signatory





**CSL Fund Portfolio 2022 Lux Sarl**

as Initial Commitment Party

Name: 

Title: Authorised Signatory



**CSL Fund Portfolio 2022 Lux Sarl**

as Original Interim Lender

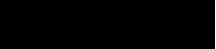
Name: 

Title: Authorised Signatory



**Core Senior Lending Portfolio II Lux Sàrl**

as Initial Commitment Party

Name: 

Title: Authorised Signatory

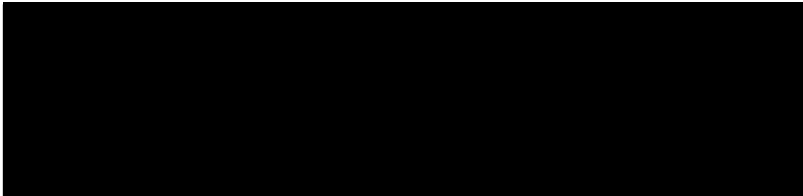


**Core Senior Lending Portfolio II Lux Sàrl**

as Original Interim Lender

Name: 

Title: Authorised Signatory



**Core Senior Lending Fund (A-A) Lux Sàrl II**

as Initial Commitment Party

Name: 

Title: Authorised Signatory



**Core Senior Lending Fund (A-A) Lux Sàrl II**

as Original Interim Lender

Name: 

Title: Authorised Signatory



**HPS SALI IDF Lux Sàrl II**

as Initial Commitment Party

Name: 

Title: Authorised Signatory



**HPS SALI IDF Lux Sàrl II**

as Original Interim Lender

Name: 

Title: Authorised Signatory



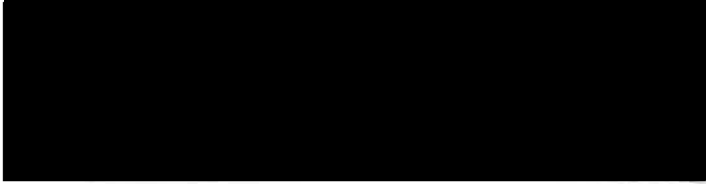


**HLEND Lux Sarl**

as Initial Commitment Party

Name: 

Title: Authorised Signatory



**HLEND Lux Sarl**

as Original Interim Lender

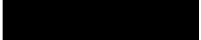
Name: 

Title: Authorised Signatory

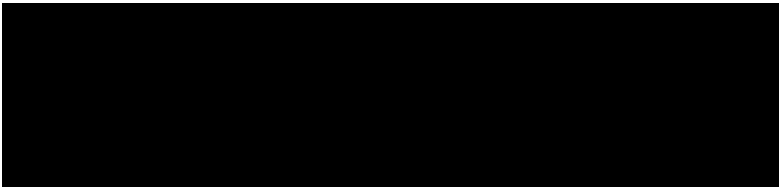


**ART Direct Lending Lux Sàrl**

as Initial Commitment Party

Name: 

Title: Authorised Signatory



**ART Direct Lending Lux Sàrl**

as Original Interim Lender

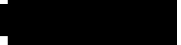
Name: 

Title: Authorised Signatory



**CSL Co-Invest Lux Sarl II**

as Initial Commitment Party

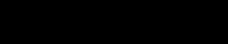
Name: 

Title: Authorised Signatory



**CSL Co-Invest Lux Sarl II**

as Original Interim Lender

Name: 

Title: Authorised Signatory



**Anchor Direct Lending Co-Invest Lux Sàrl, represented by its Portfolio Manager, HPS Investment Partners, LLC**

as Initial Commitment Party

Name: 

Title: Managing Director



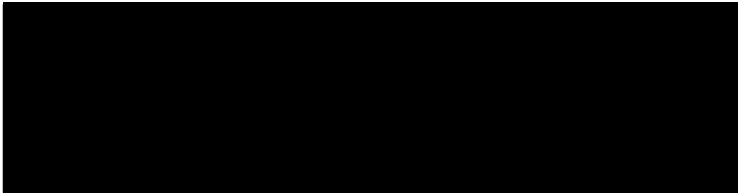
**Anchor Direct Lending Co-Invest Lux Sàrl, represented by its Portfolio Manager, HPS  
Investment Partners, LLC**

as Original Interim Lender

Name 

Title: Managing Director





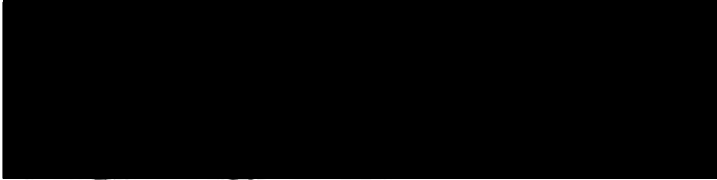
**SIP V Onshore Lux Sàrl**

as Initial Commitment Party

Name:

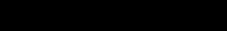


Title: Authorised Signatory



**SIP V Onshore Lux Sàrl**

as Original Interim Lender

Name: 

Title: Authorised Signatory

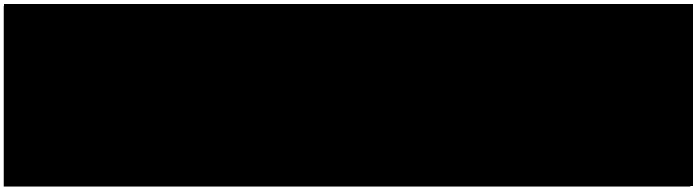


**SIP V AP Lux Sarl**

as Initial Commitment Party

Name: 

Title: Authorised Signatory



**SIP V AP Lux Sàrl**

as Original Interim Lender

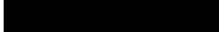
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Title: Authorised Signatory

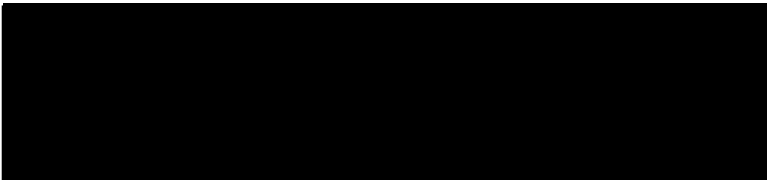


**SIP V Offshore Lux Sàrl**

as Initial Commitment Party

Name: 

Title: Authorised Signatory

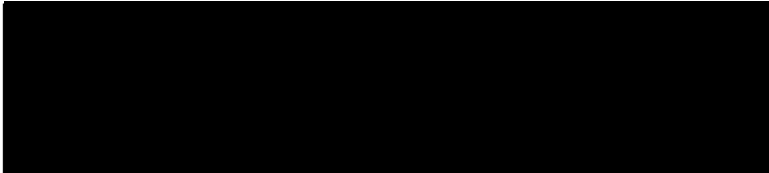


**SIP V Offshore Lux Sàrl**

as Original Interim Lender

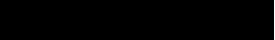
Name: 

Title: Authorised Signatory

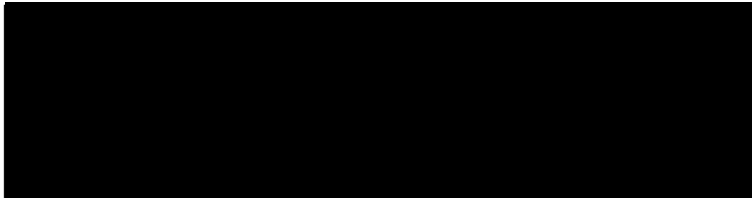


**Brickyard Direct Lux Sarl II**

as Initial Commitment Party

Name: 

Title: Authorised Signatory



**Brickyard Direct Lux Sarl II**

as Original Interim Lender

Name: 

Title: Authorised Signatory



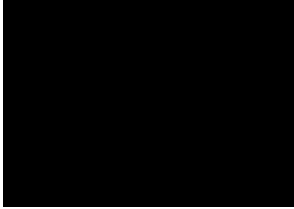


**Blackstone Secured Lending Fund**

as Initial Commitment Party

Name: [Redacted]

Title: Authorized Signatory

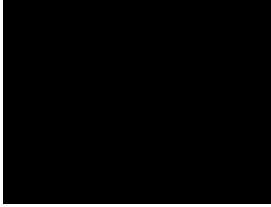


**Blackstone Secured Lending Fund**

as Original Interim Lender

Name: [Redacted]

Title: Authorized Signatory



**Blackstone Private Credit Fund**

as Initial Commitment Party

Name: [Redacted]

Title: Authorized Signatory

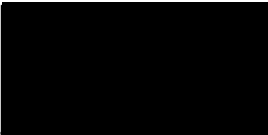


**Blackstone Private Credit Fund**

as Original Interim Lender

Name: [Redacted]

Title: Authorized Signatory



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

as Initial Commitment Party

Name: 

Title: Authorized Signatory





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

as Original Interim Lender

Name: 

Title: Authorized Signatory



**Blackstone European Senior Debt Fund III SCSp**

as Initial Commitment Party

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



Name:



Title:



Name:

Title:



**Blackstone European Senior Debt Fund III SCSp**

as Initial Commitment Party

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

[Redacted]

\_\_\_\_\_

\_\_\_\_\_

Name:

Name:

[Redacted]

Title:

[Redacted]

Title:

[Redacted]



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

as Initial Commitment Party

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



---

Name: [Redacted]

Title: [Redacted]

Name: [Redacted]

Title: [Redacted]

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

as Initial Commitment Party

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

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Name:	[Redacted]	Name:	[Redacted]
Title:	[Redacted]	Title:	[Redacted]

**Blackstone European Senior Debt Fund III SCSp**

as Original Interim Lender

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

[Redacted Signature]

Name:

Title:

Name:

Title:

**Blackstone European Senior Debt Fund III SCSp**

as Original Interim Lender

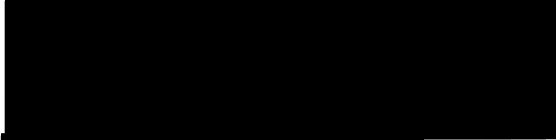
By: Blackstone European Senior Debt Associates III GP S.à.r.l., its managing general partner

<hr/>	
Name:	[Redacted]
Title:	[Redacted]

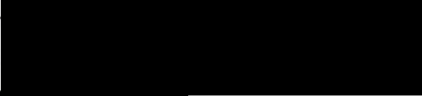
**Blackstone European Senior Debt Fund III Levered SCSp**

as Original Interim Lender

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



Name:



Title:



Name:

Title:

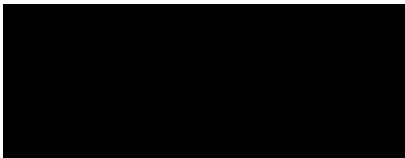


**Blackstone European Senior Debt Fund III Levered SCSp**

as Original Interim Lender

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

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

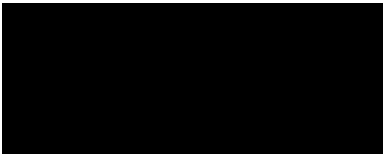


**ACMP Holdings, LLC** -

as Initial Commitment Party

Name: 

Title: 



**ACMP Holdings, LLC**

as Original Interim Lender

Name: 

Title: 