To: Harp Finco Limited ("Company", "you" or "your")

Attention: The Directors

19 September 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 interim facilities agreement dated 2 August 2024 among others, the Company and Global Loan Agency Services Limited in respect of the Interim Facilities (the "Interim Facilities Agreement").
- 2. Unless otherwise defined herein, terms defined in the Commitment Letter and/or the 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 Interim Facilities Agreement.
- 3. We refer to Clause 3.1 and the conditions precedent set out in Schedule 3 (*Conditions Precedent*) of the Interim Facilities Agreement (the "**CP Schedule**").
- 4. We hereby confirm (in our respective capacities) that, subject to paragraph 7 below, 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 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 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 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. Each Additional Commitment Party confirms that: (i) it has not received copies of the Specified Reports as at the date of this letter; (ii) it irrevocably and unconditionally waives its right to receive the Specified Reports as a condition precedent to the first utilisation of the Interim Facilities; and (iii) as such, the corresponding conditions precedent to the first utilisation of the Interim Facilities requiring delivery of the Specified Reports are satisfied.
- 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 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.
- 9. 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.
- 10. 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.
- 11. This letter supersedes and replaces the CP status letter (including all appendices thereto) dated 2 August 2024 executed by the commitment parties and original interim lenders named in the signature pages thereto and you in relation to the Interim Facilities Agreement (the "Original CP Status Letter") in its entirety. The Original CP Status 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.
- 12. 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.
- 13. 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.
- 14. 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.

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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:



KKR Tactical Private Credit LLC

as Alterative Interim Lender

Name:



FS KKR Capital Corp.

as Alterative Interim Lender

Name:



Blue Eagle 2020-2A, Ltd

as Alterative Interim Lender

Name:



Blue Eagle 2021-2A, LLC

as Alterative Interim Lender

Name:



KKR Goldfinch L.P.

as Alterative Interim Lender

Name:



Jesselton HIF DL Lev Cyan L.P.

as Alterative Interim Lender

Name:



REMY Bermuda 1 LP

as Alterative Interim Lender

Name:



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:



KKR European Direct Lending Designated Activity Company

as Original Interim Lender

Name:



KLP IV Funding Europe Designated Activity Company

as Original Interim Lender

Name:



KKR EDL III (EUR) Designated Activity Company

As Original Interim Lender

Name:



KKR-Barmenia EDL Designated Activity Company

as Alterative Interim Lender

Name:



KKR-DUS EDL Designated Activity Company

as Alterative Interim Lender

Name:

KKR Income Trust Europe (Funded) Holdings Designated Activity Company

as Alterative Interim Lender

Name:



KKR Lending Partners IV (Unlevered) Designated Activity Company

as Alterative Interim Lender

Name:



KKR Lending Partners IV (EEA) Unlevered Designated Activity Company

as Alterative Interim Lender

Name:



KKR-NYC Credit A Lev Cyan Designated Activity Company

as Alterative Interim Lender

Name:

CCLF Holdings (D35) LLC

as Alterative Interim Lender

Name:

Title: President

KKR Corporate Lending (UK) LLC

as Original Interim Lender

Name:

KKR Corporate Lending (UK) LLC

as Initial Commitment Party

Name:



CST Core Senior Lending Lux Sarl

as Initial Commitment Party

Name:



CST Core Senior Lending Lux Sarl

as Original Interim Lender

Name:



A-Life Direct Lux Sàrl

as Initial Commitment Party

Name:

A-Life Direct Lux Sàrl

as Original Interim Lender

Name:



T Direct Lending Holdings Lux Sarl

as Initial Commitment Party

Name:



T Direct Lending Holdings Lux Sarl

as Original Interim Lender

Name:



CSL Fund (PB) II Lux Sàrl II

as Initial Commitment Party

Name:



CSL Fund (PB) II Lux Sàrl II

as Original Interim Lender

Name:



CSL Fund Portfolio 2022 Lux Sarl

as Initial Commitment Party

Name:



CSL Fund Portfolio 2022 Lux Sarl

as Original Interim Lender

Name:



Core Senior Lending Portfolio II Lux Sàrl

as Initial Commitment Party

Name:



Core Senior Lending Portfolio II Lux Sàrl

as Original Interim Lender

Name:

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

as Initial Commitment Party

Name:



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

as Original Interim Lender

Name:



as Initial Commitment Party

Name:



as Original Interim Lender

Name:



as Initial Commitment Party

Name:



HLEND Lux Sarl

as Original Interim Lender

Name:



ART Direct Lending Lux Sàrl

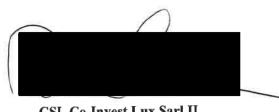
as Initial Commitment Party

Name:



as Original Interim Lender

Name:



CSL Co-Invest Lux Sarl II

as Initial Commitment Party

Name:

CSL Co-Invest Lux Sarl II

as Original Interim Lender

Name:

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:



SIP V Onshore Lux Sàrl

as Original Interim Lender

Name:



SIP V AP Lux Sàrl

as Initial Commitment Party

Name:



SIP V AP Lux Sàrl

as Original Interim Lender

Name:



SIP V Offshore Lux Sàrl

as Initial Commitment Party

Name:



as Original Interim Lender

Name: Acioni comun

Brickyard Direct Lux Sarl II

as Initial Commitment Party

Name:



Brickyard Direct Lux Sarl II

as Original Interim Lender

Name:



Blackstone Secured Lending Fund

as Initial Commitment Party

Name:



Blackstone Secured Lending Fund

as Original Interim Lender

Name:



Blackstone Private Credit Fund

as Initial Commitment Party

Name:



Blackstone Private Credit Fund

as Original Interim Lender

Name:



Blackstone Holdings Finance Co. L.L.C.

as Initial Commitment Party

Name:



Blackstone Holdings Finance Co. L.L.C.

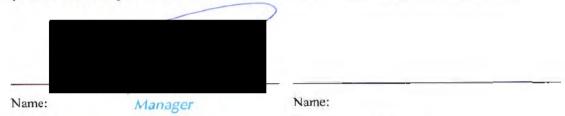
as Original Interim Lender

Name:

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



Title: Class A Manager Title: Class B Manager

Blackstone European Senior Debt Fund III SCSp

as Initial Commitment Party

Name:	Name:		
Title: Class A Manager	Title: Class B Manager		

Blackstone European Senior Debt Fund III Levered SCSp

as Initial Commitment Party

Nam	Name:	
Title: Class A Manager	Title:	Class B Manager

Blackstone European Senior Debt Fund III Levered SCSp

as Initial Commitment Party

	:	
Name:	Name.	
Title: Class A Manager	Title:	Class B Manager

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



Title: Class A Manager

Blackstone European Senior Debt Fund III SCSp

as Original Interim Lender

Name:	Name	
Title: Class A Manager	Title: Class B Manager	

Blackstone European Senior Debt Fund III Levered SCSp

as Original Interim Lender

Name:	Manager	Name:		
Title: Class A	Manager	Title:	Class B Manager	

Blackstone European Senior Debt Fund III Levered SCSp

as Original Interim Lender

Name:	Name:			
Title: Class A Manager	Title:	Class B Manager		



ACMP Holdings, LLC

as Initial Commitment Party

Name:

Title: Vice President



ACMP Holdings, LLC

as Original Interim Lender

Name:

Title: Vice President

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

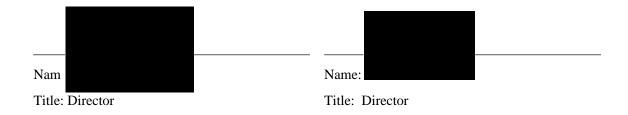
Name:		
ivanic.		
Title: Member		

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

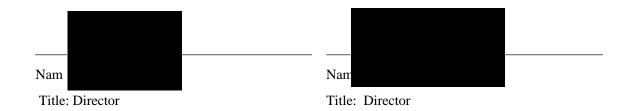
By: **ALBACORE CAPITAL LLP** as investment manager for and on behalf of AlbaCore Capital Limited as AIFM for AlbaCore Partners III Investment Holdings Loan Origination Designated Activity Company and AlbaCore Capital Group ICAV

Name:		
ivanic.		
Title: Member		
Title: Wiember		

BETA SEC DAC



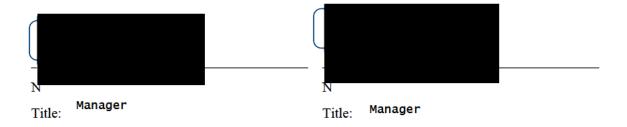
BETA SEC DAC



SC CO-INVESTMENT EU PD SARL



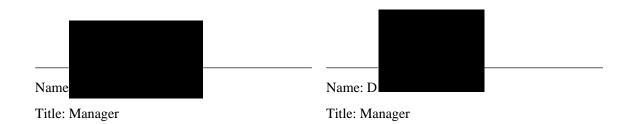
SC CO-INVESTMENT EU PD SARL



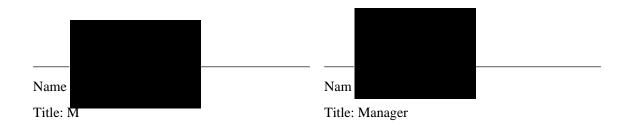
DCSV SCA WITH RESPECT TO ITS DCSV HORSESHOE - COMPARTMENT REPRESENTED BY PIMCO GP VIII S.À R.L



DCSV SCA WITH RESPECT TO ITS DCSV HORSESHOE - COMPARTMENT REPRESENTED BY PIMCO GP VIII S.À R.L



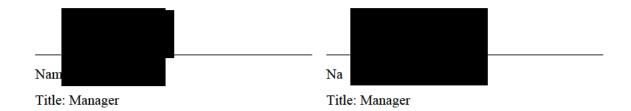
DCSV SCA WITH RESPECT TO ITS DCSV PCL - COMPARTMENT REPRESENTED BY PIMCO GP VIII S.À R.L.



DCSV SCA WITH RESPECT TO ITS DCSV PCL - COMPARTMENT REPRESENTED BY PIMCO GP VIII S.À R.L.



PDLF-PS MARACAS S.À R.L



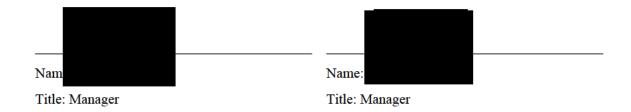
PDLF-PS MARACAS S.À R.L



PIF PADDINGTON S.À R.L.



PIF PADDINGTON S.À R.L.



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 Lender⁵



E -

⁵ 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

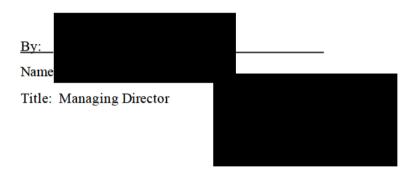
PIMCO DYNAMIC INCOME OPPORTUNITIES FUND

PIMCO DYNAMIC INCOME FUND

PIMCO FLEXIBLE CREDIT INCOME FUND

PIMCO DYNAMIC INCOME STRATEGY FUND

as an Additional Commitment Party⁶



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⁶ 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.

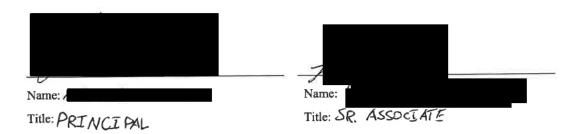
HSBC BANK PLC



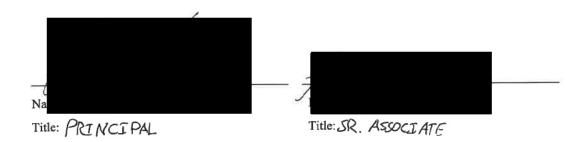
HSBC BANK PLC

		_		
			Markets & Securities Services	
-			HSBC Bank plc	
Name:				
Title:				

NOVO HOLDINGS A/S



NOVO HOLDINGS A/S



PINESTREET GLOBAL CREDIT FUND II

as an Interim Lender

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

Name:
Title: Senior Manager

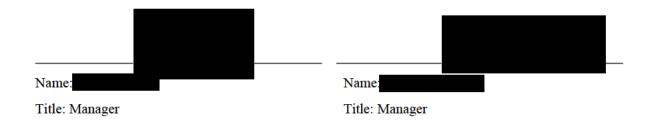
PINESTREET GLOBAL CREDIT FUND II

as an Additional Commitment Party

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

Name:
Title: Senior Manager

HL INVESTMENT S.À R.L.



.

as an Additional Commitment Party

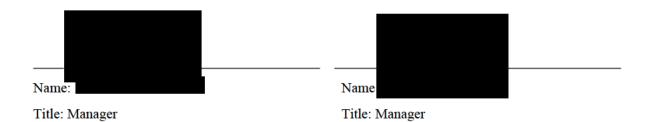
Name: Name:

Title: Manager Title: Manager

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

Name:	Name:
Title: Manager	Title: Manager

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



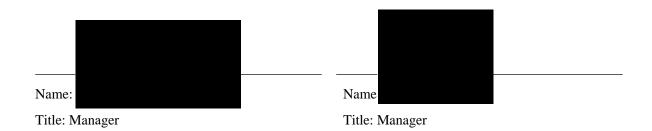
OCM STRATEGIC CREDIT INVESTMENTS 2 S.À R.L.

Name:	Name:
Title: Manager	Title: Manager

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



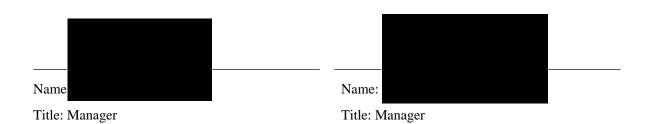
OAKTREE GCP HOLDINGS II S.À R.L.



OAKTREE GCP HOLDINGS II S.À R.L. as



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



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



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



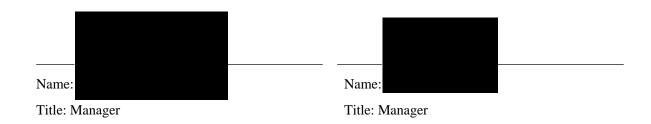
OAKTREE DIRECT LENDING UNLEVERED HOLDINGS NON-EURRC S.À R.L.



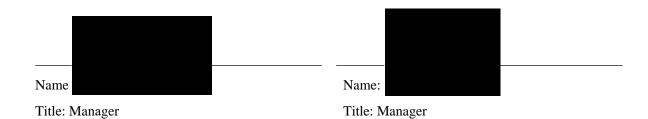
OAKTREE DIRECT LENDING VCOC HOLDINGS NON-EURRC S.À R.L.



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



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



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



MUFG BANK, LTD., LONDON BRANCH

as an Interim Lender



Name:

Title: Director, Leveraged Finance

MUFG BANK, LTD., LONDON BRANCH

as an Additional Commitment Party



Name:

Title: Director, Leveraged Finance

MIZUHO BANK, LTD.

as an Interim Lender



Managing Director Title:

MIZUHO BANK, LTD.

as an Additional Commitment Party

Name:

Title: Managing Director