

To: Cretaceous Bidco Limited
11th Floor 200 Aldersgate Street,
London, United Kingdom,
EC1A 4HD

Attention: The Directors

16 May 2022

Dear Sirs,

Project Cretaceous – Conditions Precedent Satisfaction Letter

We refer to:

- (a) the commitment letter dated 16 May 2022 between, amongst others, Cretaceous Bidco Limited, the arrangers referred to therein and the underwriters referred to therein (as supplemented, amended, novated and/or restated from time to time) (the “**Commitment Letter**”); and
- (b) the interim facilities agreement dated 16 May 2022 between, amongst others, Cretaceous Bidco Limited as the borrower, the arrangers referred to therein, the original interim lenders referred to therein, the interim facility agent and the interim security agent (as supplemented, amended, novated and/or restated from time to time) (the “**Interim Facilities Agreement**”).

Terms defined in the Interim Facilities Agreement have the same meaning when used in this letter and, unless otherwise provided, clause, schedule and paragraph references in this letter refer to such clause, schedule or paragraph in the Commitment Letter and/or the Interim Facilities Agreement (as applicable).

In our capacity as Interim Facility Agent for an on behalf of the Interim Finance Parties, we hereby confirm that:

- 1. We have received the following documents and evidence in form and substance satisfactory to us:
 - (i) the certificates as referred to in Schedule 4, paragraph 4 together with the relevant appendices being:
 - (a) the constitutional documents as referred to in Schedule 4, paragraph 1;
 - (b) the board resolutions and/or the shareholder resolutions (to the extent required by law) as referred to in Schedule 4, paragraph 2; and
 - (c) the specimen signatures as referred to in Schedule 4, paragraph 3;

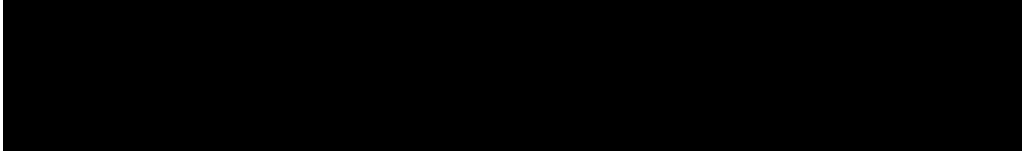
Cretaceous – CP Satisfaction Letter (Interim Facilities Agreement)

- (ii) the legal opinions as referred to in Schedule 4, paragraph 5; and
- (iii) the Interim Facilities Agreement, the Fee Letter, the Security Documents and Reports Proceeds Letter as referred to in Schedule 4, paragraph 6;
- (iv) the final draft Announcement as referred to in Schedule 4, paragraph 7;
- (v) the due diligence reports as referred to in Schedule 4, paragraph 8 with customary reliance letters where available;
- (vi) the structure chart as referred to in Schedule 4, paragraph 10;
- (vii) the PSC Register as referred to in Schedule 4, paragraph 11;
- (viii) the financial model relating to the Group as referred to in Schedule 4, paragraph 12; and
- (ix) the “know your client” information and evidence as referred to in Schedule 4, paragraph 13.

Therefore the conditions precedent referred to in Schedule 4, paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, and 13 have been irrevocably satisfied for all purposes under the Interim Facilities Agreement.

2. The certificate as referred to in paragraph (a)(ii) of Clause 3 (the “**Certificate**”) is in agreed form between us. On receipt by us of an executed copy of the Certificate, the condition precedent referred to in paragraph (a)(ii) of Clause 3 will have been irrevocably satisfied for all purposes under the Interim Facilities Agreement.
3. On receipt by us of a copy of the Tax Structure Memorandum (provided that it will be in form and substance satisfactory to the Interim Facility Agent if in all material respects in the form of the draft most recently delivered to the Arrangers (which we hereby confirm is in form and substance satisfactory to the Interim Facility Agent)) the condition precedent referred to in Schedule 4, paragraph 9 will be irrevocably satisfied for all purposes under the Interim Facilities Agreement.
4. The documents and other evidence referred to in paragraphs 1(iv), 1(v) (other than the reliance letters), 1(vi), 1(vii), 1(viii), 1(ix), 2 and 3 above will irrevocably satisfy the corresponding conditions precedent under the Bridge Facility Agreement (as defined in the Commitment Letter).
5. On receipt by us or our successor of a copy of the reliance letters to be provided as conditions precedent under the Bridge Facility Agreement (as defined in the Commitment Letter) which are substantially in the form of the reliance letters referred to in paragraph 1(v) above, other than updates to refer to the Bridge Facility Agreement and related consequential changes, such conditions precedent will be irrevocably satisfied for all purposes under the Bridge Facility Agreement (as defined in the Commitment Letter).
6. This letter and all non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England.

Yours faithfully,



For and on behalf of

BNP PARIBAS

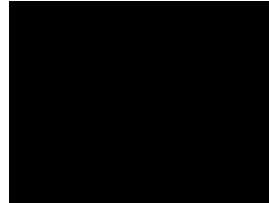
as Interim Facility Agent

Name:



Title:

Name:



Title: