

To: Cretaceous Bidco Limited
c/o Kohlberg Kravis Roberts & Co. Partners L.P.
Stirling Square
7 Carlton Gardens
London SW1Y 5AD
United Kingdom

Attention: The Directors

1 August 2022

Dear Addressees,

Project Cretaceous – Conditions Precedent Satisfaction Letter

We refer to the bridge facilities agreement dated on or about the date of this letter between, amongst others, Cretaceous Bidco Limited as the borrower, the arrangers referred to therein, the original lenders referred to therein, the facility agent and the security agent (as supplemented, amended, novated and/or restated from time to time) (the “**Bridge Facilities Agreement**”).

Terms defined in the Bridge 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 Bridge Facilities Agreement.

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 Part I of Schedule 2, paragraph 1(d) together with the relevant appendices being:
 - (a) the constitutional documents as referred to in Part I of Schedule 2, paragraph 1(a);
 - (b) the board resolutions and/or the shareholder resolutions (to the extent required by law) as referred to in Part I of Schedule 2, paragraph 1(b); and
 - (c) the specimen signatures as referred to in Schedule 2, paragraph 1(c);
 - (ii) the Finance Documents as referred to in Part I of Schedule 2, paragraphs 2(a) to paragraph 2(d);
 - (iii) the Announcement as referred to in Part I of Schedule 2, paragraph 3;
 - (iv) the due diligence reports as referred to in Part I of Schedule 2, paragraph 4 with customary reliance letters where available;
 - (v) the legal opinions as referred to in Part I of Schedule 2, paragraph 5;

- (vi) the “know your client” information and evidence as referred to in Part I of Schedule 2, paragraph 6;
- (vii) the Business Plan referred to in as referred to in Part I of Schedule 2, paragraph 7(a);
- (viii) the Group Structure Chart as referred to in Part I of Schedule 2, paragraph 7(c); and
- (viii) the PSC Registers as referred to in Part I of Schedule 2, paragraph 7(d).

Therefore the conditions precedent referred to in Part I of Schedule 2, paragraphs 1, 2(a) to 2(d), 3, 4, 5, 6, 7(a), 7(c) and 7(d) have been irrevocably satisfied for all purposes under the Bridge Facilities Agreement.

2. The certificate as referred to in Clause 4.1(b) (*Initial Conditions Precedent*) (the “**Closing Certificate**”) is in agreed form between us. On receipt by us of an executed copy of the Closing Certificate, the condition precedent referred to in Clause 4.1(b) (*Initial Conditions Precedent*) will have been irrevocably satisfied for all purposes under the Bridge 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 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 Facility Agent)) the condition precedent referred to in Part I of Schedule 2, paragraph 7(b) will be irrevocably satisfied for all purposes under the Bridge Facilities Agreement. We hereby confirm that we have received all reliance and reports proceeds letters referred to in Part I of Schedule 2, paragraph 4 and paragraph 7(b) in form and substance satisfactory to the Facility Agent.
4. On receipt by us of the Funds Flow Memorandum referred to in, and required to be delivered pursuant to Clause 4.1(c) (*Initial Conditions Precedent*), the conditions precedent referred to in Clause 4.1(c) (*Initial Conditions Precedent*) and Part I of Schedule 2, paragraph 7(e) will be irrevocably satisfied for all purposes under the Finance Documents.
5. 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

HSBC BANK PLC

as Facility Agent

Name:



Title: