

To: Eden AcquisitionCo Limited (the *Company* or *you*)

Attention: The Directors

Copy: Permira Advisers LLP
80 Pall Mall
St James's
London
SW1Y 5ES
United Kingdom

Attn: [REDACTED]

4 September 2023

Dear Sir/Madam

Project Eden – Interim CP Satisfaction Letter

1. Background

- 1.1 We refer to the interim facility agreement dated on or about the date hereof between, among others, you and the Original Interim Lenders (the *Interim Facility Agreement*).
- 1.2 Terms and expressions defined in the Interim Facility Agreement shall have the same meaning in this letter unless otherwise defined. Unless specified otherwise, paragraph references in this letter are to paragraphs of the CP Schedule (as defined below).

2. Conditions Precedent to the Interim Facility Agreement

- 2.1 We refer to Schedule 3 (*Conditions Precedent*) to the Interim Facility Agreement (the *CP Schedule*). In this letter *agreed form* means, in relation to a documentary condition precedent, that the relevant documentation or evidence is in agreed form and provided the relevant document is duly executed, signed, dated, released and/or delivered by all parties thereto (other than any Interim Finance Party) with, where required, amendments which are only necessary to reflect the particulars of the relevant entities entering into it and other administrative matters, the relevant condition precedent will be satisfied.
- 2.2 We hereby irrevocably and unconditionally confirm, in our capacity as Interim Facility Agent (acting on the instructions of the Majority Interim Lenders), that:
- (a) each of the conditions precedent described within paragraphs 1 (*The Company and Midco*) (other than the condition precedent referred to in sub-paragraph (e) thereof), 3 (*Interim Documents*) and 4 (*Legal Opinions*) is irrevocably satisfied;
 - (b) we have received the document described within sub-paragraph (a) (*Rule 2.7 Announcement*) of paragraph 2 (*Acquisition Documents*) and the condition precedent described therein is irrevocably satisfied;
 - (c) the conditions precedent referred to in sub-paragraph (e) of paragraph 1 (*The Company and Midco*) and sub-paragraphs (b)(iii) (*Scheme Documents*) and

(c)(iii) (*Offer Documents*) of paragraph 2 (*Acquisition Documents*) are in agreed form;

- (d) we have received all of the documents and evidence referred to in sub-paragraphs (a) (*Structure Memorandum*) and (b) (*Reports*) of paragraph 5 (*Other Documents and Evidence*) and each condition precedent described therein is irrevocably satisfied (provided that, to the extent you (in your sole and absolute discretion) elect to provide an updated, revised and/or amended version of the Structure Memorandum or any Report, such updated Structure Memorandum and/or Report (as applicable) will also be irrevocably satisfied if that Structure Memorandum and/or Report (as applicable) is provided in the form received by the Original Interim Lenders on or prior to the date of the Commitment Letter with such amendments, additions or modifications thereto which are either: (i) approved by the Majority Original Interim Lenders or the Majority Interim Lenders (in each case, such approval not to be unreasonably withheld, conditioned or delayed); or (ii) which are not materially adverse to the interests of the Interim Lenders (taken as a whole) under the Interim Documents. For the avoidance of doubt, the Company and/or the Sponsor may update the Structure Memorandum or any Report from time to time and there shall be no requirement for any such updates to be provided to any Interim Finance Party (and any failure to provide such updates shall not affect the satisfaction of this condition);
- (e) we have received the document described in sub-paragraph (c) (*Base Case Model*) of paragraph 5 (*Other Documents and Evidence*) and the condition precedent described therein is irrevocably satisfied. For the avoidance of doubt, the Base Case Model may be revised, updated and/or amended by the Company without the consent or approval of the Interim Finance Parties (and any failure to provide any revised, updated or amended version shall not affect the satisfaction of this condition);
- (f) we have received the documents described in sub-paragraph (d) (*Original Financial Statements*) of paragraph 5 (*Other Documents and Evidence*) and the condition precedent described therein is irrevocably satisfied; and
- (g) we have received all of the documents and evidence requested in connection with sub-paragraph (g) (“*Know your customer*” requirements) of paragraph 5 (*Other Documents and Evidence*) and the condition precedent described therein is irrevocably satisfied.

2.3 We further irrevocably and unconditionally confirm, in our capacity as Interim Facility Agent (acting on the instructions of the Majority Interim Lenders), that the confirmation set out in paragraph 2.2 above with respect to any condition precedent referred to therein (the **Relevant Condition Precedent**) will apply *mutatis mutandis* to any condition precedent to be set out in the Long-term Financing Agreements which is the same as or substantially similar to the Relevant Condition Precedent provided that such documentation or other evidence is delivered pursuant to the Long-term Financing Agreements with such amendments or other changes (if any) as are required to reflect the difference in the terms of the relevant condition precedent in the Long-term Financing Agreements as against the corresponding condition precedent in the Interim Facility Agreement.

- 2.4 To our knowledge, the remaining conditions precedent listed in the CP Schedule (being those described in sub-paragraphs (b)(i) and (b)(ii) (*Scheme Documents*) and (c)(i) and (c)(ii) (*Offer Documents*) of paragraph 2 (*Acquisition Documents*) and sub-paragraphs (e) (*Funds Flow Statement*) and (f) (*Fees*) of paragraph 5 (*Other Documents and Evidence*) are within the control of the Company and/or the Sponsor, are standard in the European leveraged finance market and are customarily satisfied on or prior to the Initial Closing Date, and we have no reason to believe that they will not be satisfied in advance of funding. The conditions precedent listed at sub-paragraphs (b)(i) and (b)(ii) (*Scheme Documents*) and (c)(i) and (c)(ii) (*Offer Documents*) of paragraph 2 (*Acquisition Documents*) and sub-paragraph (e) (*Funds Flow Statement*) of paragraph 5 (*Other Documents and Evidence*) in particular shall be delivered for information purposes only and shall not be required to be in form or substance satisfactory to any Interim Finance Party nor subject to any other approval requirement from any Interim Finance Party.

3. Confidentiality

This letter and the terms and conditions contained herein are subject to the confidentiality and publicity/announcements restrictions set out in the Commitment Letter.

4. Miscellaneous

- 4.1 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.
- 4.2 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.
- 4.3 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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Yours faithfully

 Authorised Signatory

KROLL AGENCY SERVICES LIMITED
in its capacity as **Interim Facility Agent**