

From: **KROLL AGENCY SERVICES LIMITED** (the “Agent”)

To: **PLUTUS BIDCO LIMITED** (the “Company”)  
22 Grenville Street, St. Helier, JE4 8PX, Jersey

Attention: The Directors

5 September 2022

Dear Sirs,

## **Project Eastwood – CP Satisfaction Letter**

### **1 Background**

- 1.1 We refer to the facilities agreement dated 17 August 2022 between, among others, you as the company, Plutus Midco Limited as the original third party security provider and us as agent (the "**Facilities Agreement**").
- 1.2 Terms defined in the Facilities Agreement have the same meaning in this letter unless otherwise defined.
- 1.3 We write to you in our capacity as Agent under the Facilities Agreement.

### **2 Status**

- 2.1 We refer to clause 4.1(a) (*Conditions Precedent to Utilisation*) of the Facilities Agreement and to the conditions precedent set out at Part 1 (*Conditions Precedent to Initial Utilisation*) of Schedule 2 (*Conditions Precedent*) of the Facilities Agreement (the "**CP Schedule**").
- 2.2 We confirm (in our capacity as Agent on behalf of the Original Lenders under the Facilities Agreement) that all the documents and evidence set out in the CP Schedule which are required to be delivered to us pursuant to clause 4.1(a) (*Conditions Precedent to Utilisation*) of the Facilities Agreement have been delivered to us in form and substance satisfactory to us and the corresponding conditions precedent in the CP Schedule have been unconditionally and irrevocably satisfied.

### **3 Miscellaneous**

- 3.1 This letter is issued solely in order to inform you of the status of the conditions precedent and other evidence required to be delivered pursuant to clause 4.1(a) (*Conditions Precedent to Utilisation*) of the Facilities Agreement and the CP Schedule. It is not and should not be taken to be a waiver of any rights which the Original Lenders may have under the Facilities Agreement.
- 3.2 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.
- 3.3 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.

3.4 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 non-exclusive jurisdiction of the English courts.

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Yours faithfully,



for and on behalf of

**KROLL AGENCY SERVICES LIMITED**

as Agent

Name: Sajdah Afzal

Title: Authorised Signatory