

To: Sunray Gamma S.à r.l. (the *Parent*)
From: ING Bank N.V., London Branch (the *Agent*)

18 November 2021

Dear Sirs / Madams

Project Sunray: CP Status Letter

1. We refer to the senior facilities agreement dated on or about the date hereof between, amongst others, the Parent, the Original Lenders (as defined therein), the Agent and ING Bank N.V., London Branch as security agent (the *Senior Facilities Agreement*).
2. Terms and expressions defined in the Senior Facilities Agreement shall, unless otherwise defined, have the same meaning when used in this letter. Unless specified otherwise, paragraph references in this letter are to paragraphs of the CP Schedule (as defined below).
3. We write to confirm the status of the documentary conditions precedent and other evidence (each a *CP*, together the *CPs*) required to be delivered pursuant to clause 4.1 (*Initial conditions precedent*) of the Senior Facilities Agreement and as set out in Part A (*Conditions Precedent to First Utilisation*) of Schedule 2 (*Conditions Precedent*) (the *CP Schedule*) to the Senior Facilities Agreement. Each of the confirmations herein are irrevocable and, except as otherwise set out in this letter, unconditional. In this letter *agreed form* means, in relation to a CP, 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 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.
4. In respect of the CPs listed in the CP Schedule:
 - (a) we confirm that all of the conditions referred to in paragraphs 1 (*Corporate Approvals*), 2 (*Finance Documents*), 3 (*Transaction Security Documents*) and 4 (*Legal Opinions*) are satisfied.
 - (b) in respect of paragraph 5 (*Equity Documents*), we confirm that:
 - (i) the condition referred to in sub-paragraph (a) of that paragraph (relating to the group structure chart) is satisfied; and
 - (ii) the certificate referred to in sub-paragraph (b) of that paragraph is in agreed form.
 - (c) we confirm that all of the conditions referred to in paragraph 6 (*Acquisition Documents*) are satisfied other than the conditions referred to in sub-paragraph (b)(i) (relating to the Scheme Order), which will be satisfied upon delivery of the Scheme Order, and sub-paragraph (b)(iii) (relating to the Scheme Effective Date), which is in agreed form.

- (d) we confirm that all of the conditions referred to in paragraph 7 (*Reports*) and paragraph 8 (*Tax*) are satisfied.
 - (e) in respect of paragraph 9 (*Financial Information*), we confirm that:
 - (i) the conditions in paragraph 9.1 (relating to the Base Case Model) and paragraph 9.2 (relating to the Original Financial Statements) are satisfied; and
 - (ii) the condition in paragraph 9.3 (relating to the Funds Flow Statement) will be satisfied upon delivery of the Funds Flow Statement (which shall be for information purposes only and with no approval rights).
 - (f) in respect of paragraph 10 (*Other documents and evidence*), we confirm that:
 - (i) the conditions in paragraph 10.1 (relating to a Luxembourg law governed master release agreement), paragraph 10.2 (relating to the process agent) and paragraph 10.4 (relating to “know your client”, anti-money laundering and other similar checks) are satisfied; and
 - (ii) the condition in paragraph 10.3 will be satisfied on delivery of the Funds Flow Statement or a Utilisation Request providing for payment of the amounts referred to in that paragraph.
5. This letter is given solely for your benefit and may not, without our prior written consent, be disclosed (other than as permitted in this paragraph) relied upon by any other person, quoted or referred to in any public document, or filed with any governmental agency. This letter may be disclosed (for information purposes only) to your Affiliates, your and your Affiliates’ professional advisors and the directors of the Target and their professional advisors in connection with the Acquisition.
6. A person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this letter.
7. This letter and any dispute or claim arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Yours faithfully,

[signature pages to follow]

**ING Bank N.V., London Branch
as Agent**

By:



Name:

