

To: Houting B.V. (the “Company”)

Attention: The Directors

2 July 2024

Dear Sir or Madam,

Project Hera – Conditions Precedent Satisfaction Letter

This letter is delivered to you in connection with Clause 4.1 (*Initial conditions precedent*) of the facilities agreement dated on or around the date of this letter between, amongst others, the Company and JPMorgan Chase Bank, N.A., acting through its Hong Kong Branch, a National Banking Association Organised under the Laws of the United States of America with Limited Liability as agent (the “**Facilities Agreement**”).

Terms defined in the 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 Facilities Agreement.

We hereby confirm that:

1. We have received the following documents and evidence in form and substance satisfactory to us in accordance with the Facilities Agreement (unless specified otherwise in the Facilities Agreement):
 - (i) the documents as referred to in Part I (*Conditions Precedent to First Utilisation*) of Schedule 2 (*Conditions Precedent*), paragraphs 1(a) to 1(d);
 - (ii) the certificates as referred to in Part I (*Conditions Precedent to First Utilisation*) of Schedule 2 (*Conditions Precedent*), paragraph 2, together with the relevant appendices being:
 - (a) a copy of the certificate of incorporation, any certificate of incorporation on change of name (if any) and the constitution (or equivalent documents) (as applicable) as referred to in Part I (*Conditions Precedent to First Utilisation*) of Schedule 2 (*Conditions Precedent*), paragraph 2(c);
 - (b) if required by applicable law, a copy of the resolution as referred to in Part I (*Conditions Precedent to First Utilisation*) of Schedule 2 (*Conditions Precedent*), paragraph 2(d);
 - (c) a copy (or extract) of the board resolutions as referred to in Part I (*Conditions Precedent to First Utilisation*) of Schedule 2 (*Conditions Precedent*), paragraph 2(e); and
 - (d) the specimen signatures as referred to in Part I (*Conditions Precedent to First Utilisation*) of Schedule 2 (*Conditions Precedent*), paragraph 2(f);
 - (iii) the final draft of the Announcement as referred to in Part I (*Conditions Precedent to First Utilisation*) of Schedule 2 (*Conditions Precedent*), paragraph 3(a);
 - (iv) a copy of the Base Case Model as referred to in Part I (*Conditions Precedent to First Utilisation*) of Schedule 2 (*Conditions Precedent*), paragraph 4;

- (v) a copy of each of the Reports as referred to in Part I (*Conditions Precedent to First Utilisation*) of Schedule 2 (*Conditions Precedent*), paragraph 6;
- (vi) a copy of each Closing Legal Opinion as referred to in Part I (*Conditions Precedent to First Utilisation*) of Schedule 2 (*Conditions Precedent*), paragraph 7;
- (vii) the process agent appointment evidence as referred to in Part I (*Conditions Precedent to First Utilisation*) of Schedule 2 (*Conditions Precedent*), paragraph 8;
- (viii) the “know your customer” information and evidence as referred to in Part I (*Conditions Precedent to First Utilisation*) of Schedule 2 (*Conditions Precedent*), paragraph 9;
- (ix) to the extent not included in one of the Reports, the group structure chart as referred to in Part I (*Conditions Precedent to First Utilisation*) of Schedule 2 (*Conditions Precedent*), paragraph 10;
- (x) a copy of the Original Financial Statements as referred to in Part I (*Conditions Precedent to First Utilisation*) of Schedule 2 (*Conditions Precedent*), paragraph 11; and
- (xi) if an Original Obligor (other than the Company) is required to comply with Part 21A of the Companies Act 2006, to the extent not available from public records at Companies House, a copy of the PSC Register of such person as referred to in Part I (*Conditions Precedent to First Utilisation*) of Schedule 2 (*Conditions Precedent*), paragraph 12.

Therefore the conditions precedent referred to in Part I (*Conditions Precedent to First Utilisation*) of Schedule 2 (*Conditions Precedent*) (as set out in this paragraph 1) have been irrevocably satisfied for all purposes under the Finance Documents in accordance with the Facilities Agreement.

2. In our capacity as Agent, we hereby confirm that the documents and/or evidence to be provided in respect of the conditions precedent referred to in paragraph 3(b)(iii) (only if the Acquisition is effected by way of a Scheme) of Part I (*Conditions Precedent to First Utilisation*) of Schedule 2 (*Conditions Precedent*), or (only if the Acquisition is effected by way of an Offer) paragraph 3(c)(ii) of Part I (*Conditions Precedent to First Utilisation*) of Schedule 2 (*Conditions Precedent*), and paragraph 3(d) of Part I (*Conditions Precedent to First Utilisation*) of Schedule 2 (*Conditions Precedent*), are in agreed form and, once executed by the Company in such form (with any amendments not materially adverse to the interests of the Lenders) and delivered to us:
 - (i) such documents and/or evidence will be unconditionally and irrevocably satisfied for all purposes under the Finance Documents in accordance with the Facilities Agreement; and
 - (ii) accordingly, other than those conditions precedent described in paragraphs 3 and 4 below, each of the conditions precedent set out in Clause 4.1 (*Initial conditions precedent*) will have been irrevocably satisfied for all purposes under the Finance Documents.
3. The documents and evidence provided in respect of the condition precedent referred to in Part I (*Conditions Precedent to First Utilisation*) of Schedule 2 (*Conditions Precedent*), paragraph 3(b)(i) (being a copy of the Court Order) and 3(b)(ii) (being a copy of the Scheme Circular) (in each case, only if the Acquisition is effected by way of a Scheme) or (only if the Acquisition is effected by way of an Offer) paragraph 3(c)(i) (being a copy of the Offer Document) will be

satisfied upon delivery by the Company to us on or prior to the Initial Utilisation Date (it being understood and acknowledged that such documents are to be provided for information purposes only and or shall not be required to be in form and substance satisfactory to us in our capacity as Agent (acting on the instructions of the Majority Lenders)).

4. On receipt by the Arranger and the Agent of the Funds Flow Statement referred to in, and required to be delivered pursuant to, Part I (*Conditions Precedent to First Utilisation*) of Schedule 2 (*Conditions Precedent*), paragraph 5, such condition precedent will be irrevocably satisfied for all purposes under the Finance Documents.
5. This letter is governed by the laws of Hong Kong. The courts of Hong Kong have exclusive jurisdiction to settle any dispute arising out of or in connection with this letter.

Yours faithfully,

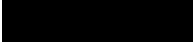
[*Signature page follows*]



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For and on behalf of

JPMorgan Chase Bank, N.A., acting through its Hong Kong Branch, a National Banking Association Organised under the Laws of the United States of America with Limited Liability

as Agent

Name: 

Title: 