

PRIVATE AND CONFIDENTIAL

To: Janus Bidco Limited
Third Floor, Royal Bank Place
1 Glatigny Esplanade, St Peter Port
Guernsey, GY1 2HJ
Channel Islands

19 July 2025

Dear Sirs/Madams,

Project Janus – 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 about the date hereof between, amongst others, the undersigned and you (the “**Facilities Agreement**”).

Terms defined in the Facilities Agreement have the same meaning when used in this letter. All references below to clauses and schedules are references to such clauses and schedules in the Facilities Agreement.

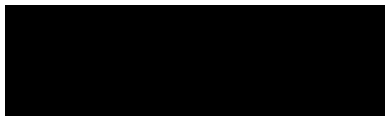
In our capacity as Agent, we hereby confirm that:

- (i) we have received all of the documents and evidence listed in paragraphs (a)(i), (a)(ii) and (a)(iii) of Clause 4.1 (*Initial Conditions Precedent*) and in Schedule 2 (*Conditions Precedent*) in form and substance satisfactory to us. Therefore, the conditions precedent listed in paragraphs (a)(i), (a)(ii) and (a)(iii) of Clause 4.1 (*Initial Conditions Precedent*) and in Schedule 2 (*Conditions Precedent*) have been irrevocably satisfied for all purposes under the Finance Documents; and
- (ii) on receipt by us of an executed copy of the certificate from the Borrower referred to in, and required to be delivered pursuant to paragraph (a)(v) of Clause 4.1 (*Initial Conditions Precedent*) (the “**Closing Certificate**”) substantially in the form of the draft of such certificate dated 16 July 2025, the condition precedent referred to in paragraph (a)(v) of Clause 4.1 (*Initial Conditions Precedent*) will be irrevocably satisfied for all purposes under the Finance Documents.

Upon receipt by us of an executed copy of the Closing Certificate and the Funds Flow Memorandum (which shall not be required to be in agreed form or in a form satisfactory to the Agent), we will confirm in writing to the Borrower the satisfaction of all conditions precedent in accordance with Clause 4.1 (*Initial Conditions Precedent*).

This letter and all non-contractual obligations arising out of or in connection with it shall be governed and construed in accordance with the laws of England.

Yours faithfully,



For and on behalf of

SMBC BANK INTERNATIONAL PLC

Name: 

Title: Managing Director



.....

For and on behalf of

SMBC BANK INTERNATIONAL PLC

Name: 

Title: Vice President