

The Directors
Project Sword Midco 2 Limited (registered number 12032495)
Suffolk House
George Street
East Croydon
London
CR0 1PE

Date: 15 August 2019

Dear Sirs

PROJECT SWORD - CONDITIONS PRECEDENT SATISFACTION AND STATUS LETTER

1. We refer to a term and revolving facilities agreement dated on or around the date of this letter and entered into between (1) Project Sword Midco 2 Limited as Parent (the "**Parent**"), (2) Project Sword Bidco Limited as Company, (3) the companies listed in part 1 of schedule 1 to it as Original Guarantors, (4) the entities listed in part 2 of schedule 1 to it as Original Lenders, (5) Tosca Debt Capital (Luxembourg) S.à r.l and HSBC UK Bank plc as Arrangers, (6) Global Loan Agency Services Limited as Agent and (7) GLAS Trust Corporation Limited as Security Agent (the "**Facilities Agreement**").

2. Words and expressions defined in the Facilities Agreement have the same meanings when used in this letter unless otherwise defined in this letter and the following words have the following meanings:

"Agreed Form" means that the form of the relevant Part 2 CP Document has been confirmed as being in form and substance satisfactory to the Agent for the purpose of the relevant condition precedent under clause 4.1(a) of, and schedule 2 (*Conditions Precedent*) to, the Facilities Agreement such that the corresponding condition precedent in schedule 2 (*Conditions Precedent*) to the Facilities Agreement will be satisfied upon delivery of that form of the relevant Part 2 CP Document duly executed by the Obligors which are party to it; and

"Part 2 CP Documents" means the condition precedent documents and evidence referred to in part 2 (*Conditions precedent to initial Utilisation*) of schedule 2 (*Conditions Precedent*) to the Facilities Agreement.

3. We confirm that the conditions precedent set out in part 1 (*Conditions precedent to signing of the Agreement*) of schedule 2 (*Conditions precedent*) to the Facilities Agreement have been fulfilled to our satisfaction.

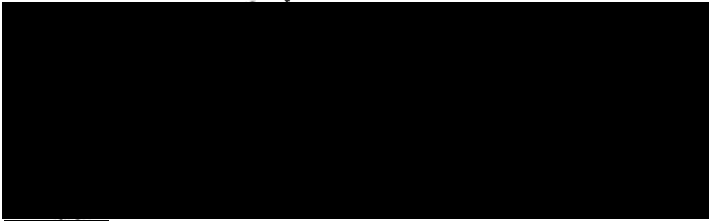
4. We confirm that the status of each of the Part 2 CP Documents is as set out next to that Part 2 CP Document in the schedule to this letter.

5. No person other than the Parent has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of this letter.

6. This letter is given for the sole benefit of the persons to whom it is addressed and it may not be relied on or disclosed to any other person in any other context, nor is it to be quoted or made public in any other way without our prior written consent.

7. This letter and any non-contractual obligations arising out of or in connection with it shall be governed by English law. The provisions of clause 46.1 (*Jurisdiction of English courts*) of the Facilities Agreement shall apply to this letter as if set out in full in this letter.

Yours faithfully



Global Loan Agency Services Limited
as Agent under the Facilities Agreement



Part 2: Conditions precedent to initial Utilisation

CP	Condition Precedent	Status
(a)	<p>A certificate of the Parent (signed by a director):</p> <p>(i) if an Offer Conversion Notice has not been served:</p> <p style="padding-left: 40px;">(A) attaching a copy of each Scheme Document duly executed and/or issued;</p> <p style="padding-left: 40px;">(B) attaching a copy of the Scheme Court Order; and</p> <p>(ii) if an Offer Conversion Notice has been served, attaching a copy of each Offer Document duly executed and/or issued;</p> <p>(iii) confirming that the Effective Date has occurred; and</p> <p>(iv) confirming that no less than 80 per cent. of the aggregate of the purchase price of the Sword Target Shares and Sword Acquisition Costs has been made available (by way of subscription of shares by the Initial Institutional Investors, Vespa and Senior Management) to the Company and has been applied or will, simultaneously with first utilisation under this Agreement, be applied for the same purpose as the proceeds of Facility B.</p>	Agreed Form.
(b)	<p>Evidence that the fees, costs and expenses then due from the Parent pursuant to clause 15 (<i>Fees</i>), clause 15.6 (<i>Interest, commission and fees on Ancillary Facilities</i>), clause 16.6 (<i>Stamp taxes</i>) and clause 20 (<i>Costs and expenses</i>) have been paid or will be paid by the first Utilisation Date.</p>	Outstanding. Expected to be satisfied by delivery of Funds Flow Statement and Utilisation Request.
(c)	<p>Utilisation Requests relating to any Loans to be made on the Closing Date</p>	Agreed Form.