

To: ABC Technologies Acquisitions Limited (“**Company**”, “**you**” or “**your**”)

Cc: Apollo Management International LLP

Attention:

Date: 29 November 2024

Ladies and Gentlemen:

PROJECT GOLF — CONDITIONS PRECEDENT SATISFACTION LETTER

1. We refer to the interim facilities agreement dated on or about the date of this letter between, among others, the Company and Citibank, N.A. as Interim Facilities Agent (the “**Interim Facilities Agreement**”).
2. Unless otherwise defined herein, terms defined in the Interim Facilities Agreement have the same meaning when used in this letter, unless otherwise defined. All references below to Clauses and Schedules are references to such clauses and schedules in the Interim Facilities Agreement.
3. We write to you in our capacity as the Interim Facilities Agent under the Interim Facilities Agreement.
4. We refer to Clause 3.1(a)(i) (*Conditions Precedent – Interim Utilisations*) and the conditions precedent set out in Schedule 4 (*Conditions Precedent*) of the Interim Facilities Agreement (the “**CP Schedule**”).
5. We hereby confirm (in our capacity as Interim Facilities Agent) that we have received the following documents and other evidence referred to in the CP Schedule in form and substance satisfactory to us:
 - (a) each of the documents and other evidence referred to in paragraph 1 (*Obligors and Holdco*) of the CP Schedule;
 - (b) each of the documents and other evidence referred to in paragraph 2 (b) (*Interim Documents*) of the CP Schedule;
 - (c) each of the documents referred to in paragraph 3(a) (*Legal Opinions*) of the CP Schedule;
 - (d) the document referred to in paragraph 4 (*Acquisition*) of the CP Schedule;
 - (e) each of the documents and other evidence referred to in paragraph 5 (*Reports*) of the CP Schedule; and
 - (f) each of the documents and other evidence referred to in paragraph 6(d) (*KYC*) of the CP Schedule,

and therefore the conditions precedent referred to in paragraphs 1, 2(b), 3(a)(i), 3(a)(ii), 4, 5 and 6(d) of the CP Schedule have been unconditionally and irrevocably satisfied,

provided that the conditions precedent referred to in paragraph 5 (to the extent the Obligor's Agent (in its sole and absolute discretion) elects to deliver any updated Reports to the Arrangers or the Interim Facilities Agent after the date of the Interim Facilities Agreement), shall be deemed to be in form and substance satisfactory to the Interim Facilities Agent if provided substantially in the form received by the Arrangers on or prior to the date of the Interim Facilities Agreement or with any amendments or modifications which do not materially and adversely affect the interests of the Original Interim Lenders (taken as a whole) under the Interim Documents or any other amendments or modifications which have been made with the approval of the Majority Interim Lenders (such approval not to be unreasonably withheld, made subject to any condition or delayed). For the avoidance of doubt, the Obligors' Agent may update any due diligence (including any Reports) from time to time and there shall be no requirement for any such updates to be provided to any Interim Finance Party (and failure to provide such updates shall not affect the satisfaction of this condition).

6. We hereby confirm that the document and other evidence referred to in paragraphs 2(a) (*Interim Documents*) and 6(a) (*Closing Certificate*) of the CP Schedule are in an agreed form between us and once executed and/or delivered by the Company, the condition precedent referred to in paragraphs 2(a) and 6(a) of the CP Schedule will be unconditionally and irrevocably satisfied.
7. We hereby confirm that the document referred to in paragraph 22(e) (*Representations and Warranties; Undertakings*) of the Interim Facilities Agreement is in agreed form between us and once it is executed and/or delivered on or prior to the Interim Closing Date, paragraph 22(e) of the Interim Facilities Agreement will be unconditionally and irrevocably satisfied.
8. We hereby confirm that the documents and other evidence provided in respect of the conditions precedent listed at paragraphs 6(b) (*Funds Flow Statement*) and 6(c) (*Fees*) of the CP Schedule are customarily satisfied on the Interim Closing Date and we understand are within your control, provided that:
 - (a) the condition precedent listed at paragraph 6(b) (*Funds Flow Statement*) shall not be required to be in form and substance satisfactory to the Interim Facilities Agent, and upon receipt of the Structure Memorandum including a statement of sources and uses or the Funds Flow Statement setting out the sources and uses for the Acquisition, shall be treated as having been irrevocably and unconditionally satisfied; and
 - (b) in respect of the condition precedent listed at paragraph 6(c) (*Fees*), a reference to payment of such fees in a Drawdown Request, the Funds Flow Statement or the Structure Memorandum shall be deemed to be reasonable evidence such that that condition precedent is satisfactory to the Interim Facilities Agent and for the purposes of paragraph 6(c) (*Fees*) of the CP Schedule will be treated as having been irrevocably and unconditionally satisfied upon receipt of such Drawdown Request, the Funds Flow Statement or the Structure Memorandum.
9. Following the execution and/or delivery of any replacement, amended, supplemented or varied documents and/or evidence described in (and in accordance with) paragraph 5 above:

- (a) the conditions precedent to which such documents and/or evidence relate will have been received by us in form and substance satisfactory to us in all our respective such capacities under the Interim Facilities Agreement; and
 - (b) accordingly the corresponding conditions to the availability of the Interim Facilities will have been unconditionally and irrevocably satisfied.
- 10. Clause 20 (*Confidentiality*) of the Interim Facilities Agreement shall be deemed incorporated into this letter as though references therein to the Interim Documents were references to this letter. This letter is addressed to you for the purpose of confirming the status of certain conditions precedent in the CP Schedule and may not be relied upon by you for any other purpose.
- 11. This letter is provided to you for your benefit under the Interim Facilities Agreement. This letter is issued solely in order to confirm the status of certain conditions precedent set out in the CP Schedule as at the date hereof.
- 12. 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.
- 13. 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.
- 14. 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 exclusive jurisdiction of the English courts.

[Remainder of page intentionally left blank]

CITIBANK, N.A.
as Interim Facilities Agent

By: _____

Name: _____

Title: _____