

<b>Anna Sub LLC</b>	<b>Blackstone Secured Lending Fund</b>	<b>Blackstone Private Credit Fund</b>	<b>Blackstone Credit Orchid Fund II LP</b>	<b>Blackstone Credit Series Fund-C LP (Series A)</b>	<b>Blackstone Credit Series Fund-C LP (Series B)</b>
<b>Blackstone Credit Series Fund-C LP (Series C)</b>	<b>Blackstone Holdings Finance Co. L.L.C.</b>	<b>Blackstone Rated Senior Direct Lending Fund LP</b>	<b>Blackstone European Senior Debt Fund III Levered SCSp</b>	<b>Blackstone European Senior Debt Fund III SCSp</b>	<b>Broad Street Loan Partners IV Offshore - Levered S.à r.l. CDPQ Revenu fixe I Inc</b>
<b>Broad Street Loan Partners IV Offshore - Unlevered S.à r.l. CDPQ Revenu Fixe Américain V Inc.</b>	<b>Broad Street Loan Partners IV Offshore - Unlevered B S.à r.l.</b>	<b>Broad Street Teno Partners S.à r.l.</b>	<b>Broad Street VG Partners S.a.r.l.</b>	<b>BSCH III DAC</b>	
	<b>CVC Credit Partners European Direct Lending III SPV (Unlevered) S.a.r.l.</b>	<b>CVC Credit Partners European Direct Lending III SPV (Levered) S.a.r.l.</b>	<b>CVC Credit Partners European Direct Lending III SPV (Coinvest- Unlevered) S.a.r.l.</b>	<b>CVC Credit Partners European Direct Lending III SPV (Coinvest- Levered) S.a.r.l.</b>	<b>Delaware Life Insurance Company</b>
<b>KKR EDL III (EUR) Designated Activity Company</b>	<b>FS KKR Capital Corp</b>	<b>KCOP Funding LLC</b>	<b>KLP IV Europe Unlevered Designated Activity Company</b>	<b>KLP IV Funding Europe Designated Activity Company</b>	<b>KLP IV Funding I LLC</b>
<b>KKR Alternative Assets LLC</b>	<b>KKR Credit Opportunitie s Portfolio</b>	<b>KKR - DUS EDL Designated Activity Company</b>	<b>KKR-DUS EDL Cayman Limited</b>	<b>KKR EDL II (EUR) DAC</b>	<b>KKR EDL II (USDLEV) Designated Activity Company</b>
<b>KKR EDL II (EUR) Cayco Limited</b>	<b>KKR EDL II (USD) Jerseyco Limited</b>	<b>KKR Goldfinch L.P.</b>	<b>KKR Lending Partners Europe III - EUR</b>	<b>KKR Lending Partners IV L.P.</b>	<b>KKR - NYC Credit A Lev Cyan Designated</b>

			Cayman L.P.		Activity Company
<b>KKR - NYC Credit A Lev Cyan L.P.</b>	<b>KKR - NYC Credit A II Designated Activity Company</b>	<b>KKR-NYC Credit A L.P.</b>	<b>KKR Tactical Private Credit LLC</b>	<b>KKR - UWF Lev Cyan L.P.</b>	<b>KKR - UWF Direct Lending Partnershi p L.P. PSCP IV S.à r.l</b>
<b>KKR - VRS Credit Partners L.P.</b>	<b>PCS Muotka S.à r.l.</b>	<b>Permira Credit Solutions 5 Master Euro S.à r.l.</b>	<b>Permira Credit Solutions 5 Senior Euro S.à r.l.</b>	<b>Permira Credit Solutions 5 Senior GBP S.à r.l.</b>	
<b>PSCP IV (USD) S.à r.l</b>	<b>PSP Investments Credit Europe L.P.</b>	<b>RLA Private Credit Number 1 Fund</b>	<b>Violet Investment Pte. Ltd.</b>	<b>West Street Private Markets Credit 2023 Sarl</b>	<b>West Street Private Markets Credit Offshore 2023 Sarl WSMP VIII Investment s N S.a r.l.</b>
<b>West Street Senior Credit Partners III S.à r.l.</b>	<b>West Street Senior Credit Partners III Employee Fund S.à.r.l.</b>	<b>West Street Generali Partners II, S.a.r.l.</b>	<b>WSLP V Global Unlevered Investment s, S.à r.l.</b>	<b>WSLP V European Unlevered Investment s, S.à r.l.</b>	
<b>WSMP VIII Investment s O S.a r.l.</b>	<b>WSMP VIII Investments M S.a r.l.</b>	<b>WSMP VIII Investment s P S.a r.l.</b>	<b>WSLP V Global Levered Investment s (B), S.à r.l.</b>	<b>West Street Senior Credit Partners III Employee UK Fund S.à r.l.</b>	

each as a Commitment Party (“we”, “us” or “our”)

To: **Freya Bidco Limited**

Attention: the directors

(“Company”, “you” or “your”)

1 June 2023

## Project Diana – OID / Payments Letter

Dear Addressees

### Introduction

1. This letter is delivered to you in connection with:
  - (a) a commitment letter dated on or about the date hereof from the Commitment Parties to you (the “**Commitment Letter**”) whereby, among other things, each Commitment Party has been appointed as a commitment party in relation to the Facilities (as defined therein); and
  - (b) the term sheet attached to the Commitment Letter in Appendix A describing the terms of the Facilities (the “**Term Sheet**”).
2. Unless otherwise defined herein, terms defined in the Commitment Letter or the Term Sheet shall have the same meaning in this letter. This is the OID/Payments Letter referred to in the Commitment Letter.

### OID/Payment

3. You agree to pay (or procure that a member of the Group shall pay) to the Agent (for the account of the original lenders participating in Facility B and/or the Delayed Draw Facility (or their designees)) an original issue discount/payment:
  - (a) in an amount equal to 2.50% of the aggregate principal amount of Facility B that is utilised on the Initial Closing Date (the “**Initial Facility B OID**”); and
  - (b) in an amount equal to 2.50% of the aggregate principal amount of the Delayed Draw Facility as at the Initial Closing Date (the “**Delayed Draw Facility Payment**”),

each such Initial Facility B OID and Delayed Draw Facility Payment to be payable to each original lender participating in Facility B and/or the Delayed Draw Facility in proportion to the percentage which the Facility B commitments or Delayed Draw Facility commitments, as applicable, of that original lender (or their designee) as at the Initial Closing Date bear to the total of such Facility B commitments or Delayed Draw Facility commitments as at the Initial Closing Date.

4. The Initial Facility B OID shall be payable on the Initial Closing Date and only become payable if the Initial Closing Date occurs. By countersigning, the Company authorises each original lender to instruct the Agent to deduct the Initial Facility B OID and the Initial Delayed Draw Payment (as defined below) from the proceeds of the first utilisation of Facility B under the Senior Facilities Agreement.
5. You further agree to pay (or procure that a member of the Group shall pay) to the Agent (for the account of the original lenders participating in Facility B (or their designees)) an original issue discount in an amount equal to 2.50% of the aggregate principal amount of Facility B that is utilised on any day after the Initial Closing Date (each such amount being a “**Further Facility B OID**” and the date of the relevant utilisation being the “**Further Facility B Utilisation Date**”; the Further Facility B OID and the Initial Facility B OID being the “**Facility B OID**”), each

such Further Facility B OID to be payable to each original lender participating in Facility B in proportion to the percentage which the Facility B Commitments of that original lender (or their designee) as at the relevant Further Facility B Utilisation Date bear to the total of such Facility B commitments as at the relevant Further Facility B Utilisation Date.

6. Each Further Facility B OID shall be payable on the related Further Facility B Utilisation Date and only becomes payable if such Further Facility B Utilisation Date occurs. By countersigning, the Company authorises each original lender to instruct the Agent to deduct each Further Facility B OID from the proceeds of the relevant further utilisation of Facility B under the Senior Facilities Agreement to which such Further Facility B OID relates.
7. The Facility B OID shall, if designated by an original lender participating in Facility B, be structured as a discount to the funding amount required from that original lender in respect of its available commitment under Facility B.
8. 50 per cent of the Delayed Draw Facility Payment shall be payable on the Initial Closing Date (the “**Initial Delayed Draw Payment**”) and the remaining 50 per cent of the Delayed Draw Facility Payment (the “**Further Delayed Draw Payment**”) shall be payable upon the earlier of: (a) the first utilisation of the Delayed Draw Facility under the Senior Facilities Agreement; (b) the last day of the Availability Period (as defined in the Senior Facilities Agreement) in respect of the Delayed Draw Facility; and (c) if the commitments under the Delayed Draw Facility are cancelled in full, the time the cancellation is effective.
9. The Further Delayed Draw Payment shall, if designated by an original lender participating in the Delayed Draw Facility, be structured as a discount to the funding amount required from that original lender in respect of its available commitment under the Delayed Draw Facility.

#### **Interim OID Payment**

10. If the Interim Facilities are utilised, you agree to pay (or procure that a member of the Group shall pay) to each original lender participating in Facility B under (and as such term is defined in) the Interim Facilities Agreement, 100% of the Initial Facility B OID set out in paragraph 3 as if there had been a drawing under the Facilities in an amount equal to the utilisation under Facility B made available under the Interim Facilities Agreement on the Initial Closing Date (the “**Initial Interim OID Payment**”).
11. The Initial Interim OID Payment shall be payable in full on the Initial Closing Date (but only if the Initial Closing Date occurs) and only become payable if utilisation of the Interim Facilities takes place. By countersigning, the Company authorises each original lender to instruct the Agent to deduct the Initial Interim OID Payment from the proceeds of the first utilisation of Facility B under (and as such term is defined in) the Interim Facilities Agreement.
12. You further agree that if the Interim Facilities are utilised after the Initial Closing Date, you will pay (or procure that a member of the Group shall pay) to each original lender participating in Facility B under (and as such term is defined in) the Interim Facilities Agreement, 100% of each Further Facility B OID set out in paragraph 5 as if there had been a drawing under the Facilities in an amount equal to the utilisation under Facility B made available under the Interim Facilities Agreement on any day after the Initial Closing Date (each such amount being a “**Further Interim OID Payment**” and the date of the relevant utilisation being the “**Further Interim Utilisation Date**”; the Further Interim OID Payment and the Initial Interim OID Payment being the “**Interim OID Payment**”).
13. Each Further Interim OID Payment shall be payable in full on the related Further Interim Utilisation Date (but only if such Further Interim Utilisation Date occurs) and only becomes payable if such utilisation of the Interim Facilities occurs. By countersigning, the Company

authorises each original lender to instruct the Agent to deduct each Further Interim OID Payment from the proceeds of the relevant utilisation of Facility B under (and as such term is defined in) the Interim Facilities Agreement to which such Further Interim OID Payment relates.

14. Each Interim OID Payment shall, if designated by an original lender participating in Facility B under (and as such term is defined in) the Interim Facilities Agreement, be structured as a discount to the funding amount required from that original lender in respect of its available commitment under Facility B under (and as such term is defined in) the Interim Facilities Agreement.
15. If any Interim OID Payment is paid in accordance with the preceding paragraphs, the aggregate of the Facility B OID payable in respect of the Facilities shall be reduced correspondingly.
16. Without prejudice to the position that the Company (or any holding company or affiliate thereof) may take in relation to any other transaction (whether or not including, West Street Private Markets Credit 2023 S.à r.l., West Street Private Markets Credit Offshore 2023 S.à r.l., WSMP VIII Investments N S.à r.l., WSMP VIII Investments O S.à r.l., WSMP VIII Investments M S.à r.l., WSMP VIII Investments P S.à r.l., Broad Street Loan Partners IV Offshore – Levered S.à r.l., Broad Street Loan Partners IV Offshore – Unlevered S.à r.l., Broad Street Loan Partners IV Offshore – Unlevered B S.à r.l., West Street Senior Credit Partners III S.à r.l., West Street Senior Credit Partners III Employee Fund S.à r.l., West Street Senior Credit Partners III Employee UK Fund S.à r.l., Broad Street VG Partners S.à r.l., Broad Street Teno Partners S.à r.l., West Street Generali Partners II, S.a.r.l., WSLP V Global Levered Investments (B), S.à r.l., WSLP V Global Unlevered Investments, S.à r.l., WSLP V European Unlevered Investments, S.à r.l. and BSCH III DAC (collectively the “**GS Lending Entities**”) and whether or not relating to the subject matter of this letter), and therefore without intent or agreement to create a precedent between the Company and the GS Lending Entities in relation to any such other transaction, the Company and the GS Lending Entities agree, except to the extent otherwise required by law, to not take a position for any U.S. federal, state and local tax purposes inconsistent with (i) treating, to the extent relevant, each of the Facility B OID or, as applicable, the Interim OID Payment which (subject to the terms of this letter) is due and payable to the GS Lending Entities under this letter (such Interim OID Payment, together with such Facility B OID, the “**GS OID Payment**”) as a USD-denominated amount, EUR-denominated amount or GBP-denominated amount, as applicable, giving rise to a USD-denominated reduction, EUR-denominated reduction or GBP-denominated reduction, as applicable, to the “issue price” or “purchase price,” as applicable, paid by the GS Lending Entities for its participation in the Facility B or Interim Facility, as applicable (as determined for U.S. federal income tax purposes) or (ii) treating, to the extent relevant, the Delayed Draw Facility Payment which (subject to the terms of this letter) is due and payable to the GS Lending Entities under this letter (the “**GS Commitment Fee**”) as a commitment fee; provided, however, that if either the Company or the GS Lending Entities has been advised by nationally or internationally recognised U.S. tax counsel that a different treatment would be more appropriate under applicable U.S. federal, state and local income tax laws and regulations, the Company and the GS Lending Entities agree to cooperate in good faith to reach an agreement about how to treat the GS OID Payment and the GS Commitment Fee and absent any such agreement shall be free to report in the manner so advised; provided, however that (except to the extent otherwise required by law) neither the Company nor the GS Lending Entities shall under applicable U.S. federal income tax laws and regulations report the GS OID Payment or the GS

Commitment Fee as an amount paid or received in consideration for the performance of services by the GS Lending Entities.

### **Payments**

17. All amounts payable under this letter shall (unless otherwise agreed) be paid or deducted (as applicable) in the currency in which the relevant Facility or Interim Facility on which such amount is payable is denominated (and therefore, for the avoidance of doubt, taking into account any redenomination of Facility B and/or the Delayed Draw Facility (or the Interim Facility)) in immediately available freely transferable funds to such account with such bank as the Commitment Parties shall notify you, provided that the Further Delayed Draw Payment shall be paid in GBP or, if different, the currency of the first utilisation under the Delayed Draw Facility provided that (i) such currency of the Further Delayed Draw Payment shall in each case be the same currency as the utilisation of the Delayed Draw Facility and (ii) all amounts payable under this letter shall be deducted from the relevant utilisation of the Facility B and/or the Delayed Draw Facility (or the Interim Facility) unless otherwise agreed by the Commitment Parties to which such OID and/or payments are payable.
18. All payments under this letter shall be paid as specified in and in accordance with the terms of paragraph 10 (*Payments*) of the Commitment Letter.
19. The Commitment Parties may agree to share the OID and/or payments payable to them under this letter on such terms as they wish.
20. At the option of each Original Lender (or Lender under the Interim Facilities Agreement), any OID and/or payments payable to it under this letter may be paid to a designated affiliate of such Original Lender (or Lender under the Interim Facilities Agreement) as that Original Lender (or Lender under the Interim Facilities Agreement) may direct.

### **Non-Refundable**

21. Without prejudice to the original issue discount and/or payments reduction mechanisms set out above, all original issue discounts and/or payments under this letter once paid are non-refundable, in whole or in part and non-creditable against other original issue discounts and/or payments payable in connection with the Senior Facilities Agreement or the Interim Facilities Agreement.

### **Notice of Closing and F/X**

22. In respect of the Interim Facilities Agreement and the Senior Facilities Agreement, you shall use reasonable endeavours to provide at least 18 business days' notice of the Initial Closing Date to the Commitment Parties, provided that failure to comply with this requirement shall not constitute a breach of the terms of this letter, the Mandate Documents and/or the Finance Documents and shall not impact our obligations thereunder.
23. You shall use reasonable endeavours to provide at least 18 business days' notice of each utilisation of Facility B following the Initial Closing Date to the Agent and of the Delayed Draw Facility to the Agent and of each utilisation of the Interim Facilities following the Initial Closing Date to the agent under the Interim Facilities Agreement, provided that failure to comply with this requirement shall not constitute a breach of the terms of this letter, the Mandate Documents and/or the Finance Documents and shall not impact our obligations thereunder.
24. You shall use reasonable endeavours to notify the Commitment Parties as soon as reasonably practicable following your entry into any hedging contact to be used for the purposes of setting the f/x rates for the redenomination of Facility B1, Facility B2, the Delayed Draw Facility

and/or any Interim Facility (such notification to include the related f/x rates), provided that failure to comply with this requirement shall not constitute a breach of the terms of this letter, the Mandate Documents and/or the Finance Documents and shall not impact our obligations thereunder.

### **Assignment and Amendment**

25. Other than in accordance with paragraph 19.1 (*Miscellaneous*) of the Commitment Letter, no party's rights under this letter may be assigned without the prior written consent of the other parties to this letter. Any provision of this letter may only be amended, waived or modified by written instrument signed by each of the parties to this letter.

### **Third Party Rights**

26. Unless expressly provided to the contrary in this letter and except for any member of the Group, 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 of its terms.
27. Notwithstanding any term of this letter, the consent of any person who is not a party to this letter is not required to rescind or vary this letter at any time.

### **Counterparts**

28. 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.

### **Governing Law and Jurisdiction**

29. This letter and any non-contractual obligations arising under or in respect of it shall be governed by and construed in accordance with English law. The parties submit to the exclusive jurisdiction of the English courts.

If you are in agreement with the foregoing, please sign and return to us a copy of this letter.

Yours faithfully,

For and on behalf of:

**Permira Credit Solutions 5 Master Euro S.à r.l.**

in its capacity as Commitment Party

**REDACTED**

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Name: **REDACTED**

Title: Manager



For and on behalf of:

**Permira Credit Solutions 5 Senior Euro S.à r.l.**

in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_  
Name: **REDACTED**

Title: **Manager**

For and on behalf of:

**Permira Credit Solutions 5 Senior GBP S.à r.l.**

in its capacity as Commitment Party

**REDACTED**

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Name: **REDACTED**

Title: **Manager**

For and on behalf of:

**PCS Muotka S.à r.l.**

in its capacity as Commitment Party

**REDACTED**

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Name: REDACTED

Title: Manager

For and on behalf of:

**WEST STREET PRIVATE MARKETS CREDIT 2023 SARL**

in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
          Manager

**REDACTED**

Name: REDACTED  
Title: Manager

For and on behalf of:

**WEST STREET PRIVATE MARKETS CREDIT OFFSHORE 2023 SARL**

in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_  
Name: REDACTED

Title: Manager

**REDACTED**

Name: REDACTED

Title: Manager

For and on behalf of:

**WSMP VIII INVESTMENTS N S.A R.L.**

in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_  
Name:           REDACTED  
          Manager

Title:

**REDACTED**

\_\_\_\_\_  
Name:    REDACTED

Title:    Manager

For and on behalf of:

**WSMP VIII INVESTMENTS O S.A R.L.**

in its capacity as Commitment Party

**REDACTED**

---

Name: REDACTED  
Manager

Title:

**REDACTED**

---

Name: REDACTED

Title: Manager

For and on behalf of:

**WSMP VIII INVESTMENTS M.S.A R.L.**

in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_  
Name: REDACTED  
Manager

Title:

**REDACTED**

\_\_\_\_\_  
Name: REDACTED

Title: Manager



For and on behalf of:

**WSMP VIII INVESTMENTS P S.A R.L.**

in its capacity as Commitment Party

**REDACTED**

---

Name: REDACTED  
Manager

Title:

---

Name: REDACTED

Title: Manager

For and on behalf of:

**BROAD STREET LOAN PARTNERS IV OFFSHORE - LEVERED S.À R.L.**

in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_  
Name: REDACTED,  
Manager

Title:

**REDACTED**

\_\_\_\_\_  
Name: REDACTED  
Manager

Title:

For and on behalf of:

**BROAD STREET LOAN PARTNERS IV OFFSHORE - UNLEVERED S.À R.L.**

in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_  
Name: **REDACTED**

manager

Title:

**REDACTED**

\_\_\_\_\_  
Name: **REDACTED**

Manager

Title:

For and on behalf of:

**BROAD STREET LOAN PARTNERS IV OFFSHORE - UNLEVERED B.S.À R.L.**

in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_  
Name: **REDACTED**

Title: **Manager**

**REDACTED**

\_\_\_\_\_  
Name: **REDACTED**

Title: **Manager**

For and on behalf of:

**WEST STREET SENIOR CREDIT PARTNERS III S.À R.L.**

in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_  
Name: REDACTED

Manager

Title:

**REDACTED**

\_\_\_\_\_  
Name: REDACTED  
Manager

Title:

For and on behalf of:

**WEST STREET SENIOR CREDIT PARTNERS III EMPLOYEE FUND S.À.R.L.**

in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_  
Name: **REDACTED**

Title: **Manager**

**REDACTED**

\_\_\_\_\_  
Name: , **REDACTED**  
          **Manager**

Title:

For and on behalf of:

**West Street Senior Credit Partners III Employee UK Fund S.à r.l.**

in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_  
Name: REDACTED  
Manager

Title:

**REDACTED**

\_\_\_\_\_  
Name: REDACTED  
Manager

Title:

For and on behalf of:

**Broad Street VG Partners S.a.r.l.**

in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_  
Name: REDACTED  
Manager

Title:  
**REDACTED**

\_\_\_\_\_  
Name: REDACTED  
Manager  
Title:



For and on behalf of:

**Broad Street Teno Partners S.à r.l.**

in its capacity as Commitment Party

REDACTED

\_\_\_\_\_  
Name: REDACTED  
Manager

Title:

REDACTED

\_\_\_\_\_  
Name: REDACTED  
Manager

Title:

For and on behalf of:

**West Street Generali Partners II, S.a.r.l.**

in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_  
Name: REDACTED  
Manager

Title:

**REDACTED**

\_\_\_\_\_  
Name: REDACTED  
Manager

Title:

For and on behalf of:

**WSLP V Global Levered Investments (B), S.à r.l.**

in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_  
Name: REDACTED  
Manager  
Title:

**REDACTED**

\_\_\_\_\_  
Name: REDACTED  
Manager  
Title:

For and on behalf of:

**WSLP V European Unlevered Investments, S.à r.l.**

in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_  
Name: REDACTED  
Manager

Title:

**REDACTED**

\_\_\_\_\_  
Name: REDACTED  
Manager

Title:

For and on behalf of:

**WSLP V Global Unlevered Investments, S.à r.l.**

in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_  
Name: REDACTED

Manager

Title:

**REDACTED**

\_\_\_\_\_  
Name: REDACTED

Manager

Title:

For and on behalf of:

**BSCH III DAC**

in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_  
Name: REDACTED

Title: Director

For and on behalf of:

**CVC Credit Partners European Direct Lending III SPV (Unlevered) S.à r.l.**

in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_  
Name: **REDACTED**

Title: **Manager**

**REDACTED**

\_\_\_\_\_  
Name: **REDACTED**

Title: **Manager**

For and on behalf of:

**CVC Credit Partners European Direct Lending III SPV (Levered) S.à r.l.**

in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_  
Name: **REDACTED**

Title: **Manager**

**REDACTED**

\_\_\_\_\_  
Name: **REDACTED**

Title: **Manager**



For and on behalf of:

**CVC Credit Partners European Direct Lending III SPV (Coinvest-Unlevered) S.à r.l.**

in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_  
Name: **REDACTED**  
Title: **Manager**

**REDACTED**

\_\_\_\_\_  
Name: **REDACTED**  
Title: **Manager**

For and on behalf of:

**CVC Credit Partners European Direct Lending III SPV (Coinvest-Levered) S.à r.l.**

in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_

Name: REDACTED

Title: Manager

**REDACTED**

\_\_\_\_\_

Name: REDACTED

Title: Manager

For and on behalf of:

**PSCP IV (USD) S.à r.l.**

in its capacity as Commitment Party

**REDACTED**

Name: REDACTED

Title: Manager

For and on behalf of:

**PSCP IV S.à r.l.**

in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_  
Name: REDACTED

Title: Manager

For and on behalf of:

**CDPQ Revenu fixe I inc.**

in its capacity as Commitment Party

REDACTED

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Name: REDACTED

Title: Authorized Signatory

REDACTED

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Name: REDACTED

Title: Authorized Signatory

For and on behalf of:

**CDPQ Revenu Fixe Américain V Inc.**

in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_  
Name: REDACTED

Title: Authorized Signatory

**REDACTED**

\_\_\_\_\_  
Name: REDACTED

Title: Authorized Signatory

For and on behalf of:

**PSP INVESTMENTS CREDIT EUROPE L.P.**

Acting by PSP Investments Credit Europe GP LLP, an English limited liability partnership, its general partner

in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_  
Name: REDACTED

Title: Authorised Signatory

**REDACTED**

\_\_\_\_\_  
Name: REDACTED

Title: Authorised Signatory

For and on behalf of:

**Violet Investment Pte. Ltd.**

in its capacity as Commitment Party

**REDACTED**

---

Name: **REDACTED**

Title: Director



For and on behalf of:

**Delaware Life Insurance Company**

in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_  
Name: **REDACTED**

Title: Authorised Signatory

in the presence of:

**REDACTED**

Name: **REDACTED** .....  
(SIGNATURE OF WITNESS)

Address: .

For and on behalf of:

**KKR Alternative Assets LLC**

in its capacity as Commitment Party

**REDACTED**

— Name: **REDACTED** —

Title: *[Handwritten Signature]* Authorised Signatory

For and on behalf of:

**KKR EDL III (EUR) Designated Activity Company**

in its capacity as Commitment Party

# REDACTED

Name REDACTED

Title: Director

For and on behalf of:

**FS KKR Capital Corp**

in its capacity as Commitment Party

**REDACTED** —

Name: REDACTED

Title: Authorised Signatory

For and on behalf of:

**KCOP Funding LLC**

in its capacity as Commitment Party

**REDACTED** \_\_\_\_\_

Name: REDACTED

Title: Authorised Signatory

For and on behalf of:

**KKR-NYC Credit A II Designated Activity Company**

in its capacity as Commitment Party

**REDACTED**

Name: REDACTED

Title: Director

For and on behalf of:

**KKR Credit Opportunities Portfolio**

in its capacity as Commitment Party

**REDACTED** \_\_\_\_\_

Title: Authorised Signatory

For and on behalf of:

**KKR EDL II (EUR) Cayco Limited**

in its capacity as Commitment Party

**REDACTED**

Name: REDACTED

Title: Director



For and on behalf of:

**KKR EDL II (EUR) DAC**

in its capacity as Commitment Party

**REDACTED**

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Name: REDACTED

Title: Director

For and on behalf of:

**KKR EDL II (USD) Jerseyco Limited**

in its capacity as Commitment Party

REDACTED

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Name: REDACTED

Title: Director

For and on behalf of:

**KKR EDL II (USDLEV) Designated Activity Company**

in its capacity as Commitment Party

**REDACTED**

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Name: REDACTED

Title: Director

For and on behalf of:

**KKR Goldfinch L.P.**

in its capacity as Commitment Party

**REDACTED**

Name: REDACTED

Title: Authorised Signatory

For and on behalf of:

**KKR Lending Partners Europe III – EUR Cayman L.P.**

in its capacity as Commitment Party

# REDACTED

Name: REDACTED

Title: Director

For and on behalf of:

**KKR Tactical Private Credit LLC**

in its capacity as Commitment Party

**REDACTED**

Name: REDACTED

Title: Authorised Signatory

For and on behalf of:

**KKR-DUS EDL Cayman Limited**

in its capacity as Commitment Party

**REDACTED**

Name: REDACTED

Title: Director

For and on behalf of:

**KKR-DUS EDL Designated Activity Company**

in its capacity as Commitment Party

**REDACTED**

Name: REDACTED

Title: Director



For and on behalf of:

**KKR-NYC Credit A L.P.**

in its capacity as Commitment Party

**REDACTED**

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Name: REDACTED

Title: Authorised Signatory

For and on behalf of:

**KKR-NYC Credit A Lev Cyan Designated Activity Company**

in its capacity as Commitment Party

# REDACTED

Name: REDACTED

Title: Director

For and on behalf of:

**KKR-NYC Credit A Lev Cyan L.P.**

in its capacity as Commitment Party

**REDACTED** \_\_\_\_\_

Name: REDACTED

Title: Authorised Signatory

For and on behalf of:

**KKR-UWF Direct Lending Partnership L.P.**

in its capacity as Commitment Party

**REDACTED**

—  
Name: REDACTED

Title: Authorised Signatory

For and on behalf of:

**KKR-UWF Lev Cyan L.P.**

in its capacity as Commitment Party

**REDACTED**

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Name: REDACTED

Title: Authorised Signatory

For and on behalf of:

**KKR – VRS Credit Partners L.P.**

in its capacity as Commitment Party

**REDACTED** \_\_\_\_\_

Name: REDACTED

Title: Authorised Signatory

For and on behalf of:

**KLP IV Europe Unlevered Designated Activity Company**

in its capacity as Commitment Party

**REDACTED**

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Name: REDACTED

Title: Director

For and on behalf of:

**KLP IV Funding Europe Designated Activity Company**

in its capacity as Commitment Party

**REDACTED**

Name: REDACTED

Title: Director



For and on behalf of:

**KLP IV Funding I LLC**

in its capacity as Commitment Party

**REDACTED**

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Title: Manager

For and on behalf of:

**KKR Lending Partners IV L.P.**

in its capacity as Commitment Party

**REDACTED**

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Name: REDACTED

Title: Authorised Signatory

For and on behalf of:

**Blackstone Credit Orchid Fund II LP**, in its capacity as Commitment Party

By: GSO Orchid Associates LLC, its general partner

**REDACTED**

\_\_\_\_\_

Name: REDACTED

Title: Authorised Person

For and on behalf of:

**Blackstone Credit Series Fund-C LP - Series A**, in its capacity as  
Commitment Party

By: Blackstone Credit Series Fund-C Associates LLC, its general partner  
By: GSO Holdings I, L.L.C., as its managing member

# REDACTED

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Name: REDACTED

Title: Authorised Person

For and on behalf of:

**Blackstone Credit Series Fund-C LP - Series B**, in its capacity as  
Commitment Party

By: Blackstone Credit Series Fund-C Associates LLC, its general partner  
By: GSO Holdings I, L.L.C., as its managing member

**REDACTED**

\_\_\_\_\_  
Name: REDACTED

Title: Authorised Person

For and on behalf of:

**Blackstone Credit Series Fund-C LP - Series C**, in its capacity as  
Commitment Party

By: Blackstone Credit Series Fund-C Associates LLC, its general partner  
By: GSO Holdings I, L.L.C., as its managing member

**REDACTED**

\_\_\_\_\_  
Name: REDACTED

Title: Authorised Person

For and on behalf of:

**Blackstone European Senior Debt Fund III SCSp**, in its capacity as Commitment Party

By: Blackstone European Senior Debt Associates III GP S.à.r.l., its managing general partner

REDACTED

**REDACTED**

**REDACTED**

Name:

*Manager*

Name:

Title: Class A Manager

Title: Class B Manager

For and on behalf of:

**Blackstone European Senior Debt Fund III SCSp**, in its capacity as Commitment Party

By: Blackstone European Senior Debt Associates III GP S.à.r.l., its managing general partner

**REDACTED**

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Name:

Title: Class A Manager

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Name: **REDACTED**

Title: Class B Manager



For and on behalf of:

**Blackstone European Senior Debt Fund III Levered SCSp**, in its capacity as Commitment Party

By: Blackstone European Senior Debt Associates III GP S.à.r.l., its managing general partner

**REDACTED**  
**REDACTED**

Name: *Manager*

Title: Class A Manager

Name:

Title: Class B Manager

For and on behalf of:

**Blackstone European Senior Debt Fund III Levered SCSp**, in its capacity as Commitment Party

By: Blackstone European Senior Debt Associates III GP S.à.r.l., its managing general partner

**REDACTED**

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Name:

Title: Class A Manager

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Name: **REDACTED**

Title: Class B Manager

For and on behalf of:

**Blackstone Holdings Finance Co. L.L.C.**, in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_  
Name: REDACTED

Title: Senior Managing Director and Treasurer

For and on behalf of:

**Blackstone Secured Lending Fund**, in its capacity as Commitment Party

By: Blackstone Credit BDC Advisors LLC, as investment advisor

**REDACTED**

\_\_\_\_\_  
Name: <sup>REDACTED</sup>

Title: Authorised Person

For and on behalf of:

**Blackstone Private Credit Fund**, in its capacity as Commitment Party

By: Blackstone Credit BDC Advisors LLC, as investment advisor

**REDACTED**

\_\_\_\_\_  
Name: REDACTED

Title: Authorised Person

For and on behalf of:

**Blackstone Rated Senior Direct Lending Fund LP**, in its capacity as Commitment Party

By: Blackstone Rated Senior Direct Lending Associates LLC, its general partner

By: GSO Holdings I L.L.C., its managing member

**REDACTED**

\_\_\_\_\_  
Name: REDACTED

Title: Authorised Person

For and on behalf of:

**Resolution Life Australasia Limited**, in its capacity as manager for Equity Trustees Limited as trustee for RLA Private Credit Number 1 Fund, in its capacity as Commitment Party

By: Blackstone Alternative Credit Advisors LP, pursuant to the power of attorney now and hereafter granted to it as Sub-Manager

**REDACTED**

\_\_\_\_\_

Name: REDACTED

Title: Authorised Person

For and on behalf of:

**Anna Sub LLC**, in its capacity as Commitment Party

**REDACTED**

\_\_\_\_\_

Name: REDACTED

Title: Authorised Person



We acknowledge and agree to the above:

**FREYA BIDCO LIMITED**

**REDACTED**

REDACTED

Name:

Title: Director

Date: 2 June 2023