

To: Brighton Topco S.à r.l. (the “**Company**”)

Cc: RBC Europe Limited, JPMorgan Chase Bank, N.A., London Branch and United Overseas Bank Limited, London Branch (the “**Original Lenders**”)

Date: 20 July 2021

Dear Sirs,

Project Brighton – Satisfaction of Conditions Precedent

1. We refer to the senior facility agreement dated 20 July 2021 (the “**Senior Facility Agreement**”) between, *inter alia*, the Company as Borrower, the Original Lenders and CBRE Loan Services Limited as the Facility Agent, relating to the acquisition of the Brighton portfolio. Unless otherwise defined in this letter, capitalised terms defined in the Senior Facility Agreement shall have the same meaning when used in this letter.
2. We write to you in our capacity as the Facility Agent pursuant to clause 4.1 (*Initial Conditions Precedent*) of the Senior Facility Agreement.
3. We irrevocably and unconditionally confirm that we have been provided with all of the documents and other evidence listed in Part 1 (*Conditions Precedent*) of Schedule 7 (*Conditions Precedent and Conditions Subsequent*) of the Senior Facility Agreement (the **CPs**) in form and substance satisfactory to us or, to the extent applicable, that the CPs have been waived or deferred.
4. The certificate as referred to in paragraph (a)(ii) of Clause 4.1 of the Senior Facility Agreement (the “**Certificate**”) is in agreed form between us. On receipt by us of an executed copy of the Certificate, the condition precedent referred to in paragraph (a)(ii) of 4.1 of the Senior Facility Agreement will have been irrevocably satisfied for all purposes under the Senior Facility Agreement.
5. The provisions Clause 1.2 (*Construction*) and Clause 44 (*Governing law*) of the Senior Facility Agreement shall be incorporated into this letter *mutatis mutandis*.

Yours faithfully,



For and on behalf of
CBRE LOAN SERVICES LIMITED as Facility Agent

