

Dated 9 February 2021

**SAINTMICHELCO LIMITED**

(the **Chargor**)

and

**ARES MANAGEMENT LIMITED**

(the **Security Agent**)

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**DEED OF CONFIRMATION**

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**THIS DEED OF CONFIRMATION** dated 9 February 2021 and made between:

- (1) **SAINTMICHELCO LIMITED** a company incorporated in Jersey with registered number 128540 and having its registered office at Aztec Group House, 11-15 Seaton Place, St Helier, Jersey, JE4 0QH (the **Chargor**); and
- (2) **ARES MANAGEMENT LIMITED** as security trustee for the Secured Parties (the **Security Agent**).

**WHEREAS:**

- (A) Pursuant to the Facilities Agreement, the Chargor charged the Secured Assets in favour of the Security Agent pursuant to the terms of the Security Deed.
- (B) The Finance Parties have agreed to make certain amendments to the Facilities Agreement pursuant to the Second Amendment and Restatement Agreement.
- (C) Pursuant to the Second Amendment and Restatement Agreement, the Chargor has agreed to enter into this Deed to confirm the terms of the Security Deed as continuing security for the Secured Obligations now owing or which shall become owing in the future.

**IT IS AGREED BY THIS DEED**

**1 DEFINITIONS AND INTERPRETATION**

In this Deed (including the recitals), the following terms shall, unless the context otherwise requires, have the following meanings:

**Facilities Agreement** means the senior term and revolving facilities agreement dated 24 March 2019 and made between, *inter alia*, LarvottoCo Limited as the Parent, the Chargor as the Company and Ares Management Limited as Agent and Security Agent as amended and restated on 28 August 2020;

**Parties** mean the parties to this Deed;

**Proceedings** means suits, actions or proceedings arising out of or in connection with or relating in any way to this Deed or any dispute arising out of any non-contractual obligations of any nature (including those to which Regulation (EC) No. 864/2007 applies) arising between the Parties or any of them (including but not limited to any suits, actions or proceedings relating to the formation, interpretation or performance of this Deed);

**Second Amendment and Restatement Agreement** means the second amendment and restatement agreement dated on or about the date hereof between, *inter alia*, LarvottoCo Limited as the Parent, the Company and Ares Management Limited as the Agent and Security Agent; and

**Security Deed** means the security deed of assignment and charge dated 24 March 2019 and made between the Chargor as chargor and the Security Agent as security agent.

**1.1 Interpretation**

1.1.1 Unless the context otherwise requires or this Deed provides otherwise, a term which is defined in the Security Deed shall have the same meaning (or be subject to the same construction) in this Deed.

1.1.2 The provisions of clause 1.2 (*Construction*) of the Security Deed shall apply to this Deed as if expressly set out herein.

## 2 **CONFIRMATION**

2.1 The Chargor irrevocably and unconditionally confirms that notwithstanding the amendments made to the Facilities Agreement by the Second Amendment and Restatement Agreement:

2.1.1 the Security Deed will remain in full force and effect and will continue to constitute the legal, valid and binding obligations of the Chargor enforceable in accordance with its terms, except as such enforceability may be limited by the Legal Reservations; and

2.1.2 the security interests created by the Security Deed will continue in full force and effect.

## 3 **COUNTERPARTS**

This Deed may be executed in counterparts and each such counterpart taken together shall be deemed to constitute one and the same instrument.

## 4 **ELECTRONIC SIGNATURES**

The parties to this Deed consent to the execution by or on behalf of each other party of this Deed, and the witnessing thereof, by electronic signature. The parties to this Deed agree that an executed copy of this Deed may be retained in electronic form and acknowledge that such electronic form shall constitute an original of this Deed and may be relied upon as evidence of this Deed.

## 5 **GOVERNING LAW**

This Deed and all relationships created by it and arising out of or in connection with it, together with all Disputes, will in all respects be governed by and construed in accordance with the laws of Ireland.

## 6 **ENFORCEMENT**

### 6.1 **Jurisdiction**

6.1.1 The Chargor hereby agrees for the exclusive benefit of the Security Agent that any Proceedings brought against the Chargor with respect to this Deed may be brought in the High Court in Ireland or such other competent court of Ireland as the Security Agent may elect, and the Chargor waives any objection to Proceedings in such courts whether on grounds of venue or on the grounds that Proceedings have been brought in any inconvenient forum.

6.1.2 Nothing contained in this Deed will limit the right of the Security Agent to take Proceedings against the Chargor in any other court of competent jurisdiction, nor will the taking of any Proceedings in any one or more jurisdictions preclude the taking by the Security Agent of Proceedings in any other jurisdiction whether concurrently or not.

### 6.2 **Service of Process**

Without prejudice to any other mode of service allowed under any relevant law, the Chargor:

6.2.1 irrevocably appoints Bradwell Limited of Ten Earlsfort Terrace, Dublin 2 D02 T380 as its agent for service of process in relation to any proceedings before the Irish courts in connection with this Deed;

6.2.2 agrees that failure by a process agent to notify the Chargor of the process will not invalidate the proceedings concerned; and

6.2.3 if any person appointed as process agent is unable for any reason to act as agent for service of process, the Chargor must immediately (and in any event within 5 (five) Business Days of such

event taking place) appoint another agent on terms acceptable to the Security Agent. Failing this, the Security Agent may appoint another agent for this purpose.

**IN WITNESS** whereof this Deed has been duly executed by the parties to it on the date set out at the beginning of this Deed.

**EXECUTED and DELIVERED** )  
as a **DEED** by **SAINTMICHELCO LIMITED** )  
acting by a director )



Bill Priestley

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[Deed of Confirmation – Signature Page]

**Ares Management Limited**

By:  \_\_\_\_\_

Name: John Atherton  
Title: Authorised Signatory

[Deed of Confirmation – Signature Page]