To: Kroll Agency Services Limited as interim facility agent for the Original Interim Lenders (as defined below) ("the **Interim Facility Agent**")

Kroll Trustee Services Limited as interim security agent for the Original Interim Lenders (the "**Interim Security Agent**")

From: Bank Of America, N.A., London Branch, Deutsche Bank AG, London Branch, UBS AG London Branch, Citicorp North America, Inc. and Citibank, N.A., London Branch (the "**Original Interim Lenders**")

Barclays Bank PLC and HSBC Bank plc (the "**New Interim Lenders**")

Vulcan Alpha Bidco Limited (the "**Company**")

Project Flint – Interim facilities agreement dated 1 September 2026 between, among others, the Company as the company, Vulcan Alpha Midco 2 Ltd as holdco, the Existing Interim Lenders as original interim lenders, the Interim Facility Agent as interim facility agent and the Interim Security Agent as interim security agent (the "Interim Facilities Agreement")

1. Background

1.1 We refer to the Interim Facilities Agreement. Terms defined in the Interim Facilities Agreement have the same meaning in this Letter unless given a different meaning in this Letter. The provisions of Schedule 1 Part II: (*Other References*) of the Interim Facilities Agreement apply to this letter as though they were set out in full in this letter except that references to the Agreement are to be construed as references to this letter.

1.2 This letter shall take effect as a Transfer Certificate for the purposes of the Interim Facilities Agreement.

2. Transfers

2.1 We refer to clause 25.2 (*Transfers by Interim Lenders*) of the Interim Facilities Agreement.

2.2 The Existing Interim Lenders and the New Interim Lenders hereby agree to the Existing Interim Lenders transferring to the New Interim Lenders by novation, and in accordance with clause 25.5 (*Procedure for transfer*) of the Interim Facilities Agreement, all of the relevant Existing Interim Lender's rights and obligations under the Interim Facilities Agreement and the other Interim Finance Documents which relate to that portion of the Existing Interim Lender's commitment(s) under the Interim Facilities Agreement as specified in Part A of Schedule 1 (*Commitment/rights and obligations to be transferred*).

2.3 The Commitments of each New Interim Lender and each Existing Interim Lender following the transfers set out in Clause 2.1 and Clause 2.2 are as set out in Part B of Schedule 1 (*Post-transfer Commitments of the Original Interim Lenders*).

2.4 The Transfer Date is the date of this letter.

2.5 The Facility Office and address, electronic mail address and attention details for notices of the New Interim Lenders are set out in the signature pages to this letter.

2.6 For the purposes of clause 25.2 (*Transfers by Interim Lenders*) of the Interim Facilities Agreement, the Company, by signing this letter, consents to the transfers to be effected pursuant to this letter, approves the form of this letter as a Transfer Certificate for the purposes of the Interim Facilities Agreement and confirms that the Transfer Certificate has been delivered to the Sponsor at the same time as it has been delivered to the Company.

3. Amendments

3.1 Notwithstanding anything to the contrary in the Interim Facilities Agreement or any other Interim Finance Document, each party to this letter agrees that the Interim Facilities Agreement shall be amended and restated so that it shall be read for all purposes as set out in Schedule 2 (*Restated Interim Facilities Agreement*) to this letter.

4. Guarantee and Security Confirmation

4.1 The Obligors' Agent and, in respect of paragraph (b) below only, Holdco hereby confirm that with effect from the Effective Date (as defined in the Interim Facilities Agreement):

(a) the guarantee and indemnity given by each Guarantor under schedule 4 (*Guarantee and Indemnity*) of the Interim Facilities Agreement shall remain in full force and effect and shall extend to all amounts made available under the Interim Facilities Agreement as restated by this Agreement; and

(b) the Interim Security granted under each Interim Security Document shall remain in full force and effect and shall continue and extend to secure the obligations under the Interim Finance Documents (including this Agreement) expressed to be secured under the relevant Interim Security Document,

in each case subject to any limitations set out in the Interim Finance Documents from time to time.

5. Continuing Obligations

(a) The provisions of the Interim Facilities Agreement and each other Interim Finance Document shall, save as amended by this Agreement, continue in full force and effect.

(b) nothing in this Agreement shall constitute or be construed as a waiver or compromise of any other term or condition of the Interim Finance Documents or any of the Interim Finance Parties' rights in relation to them which for the avoidance of doubt shall continue to apply in full force and effect.

6. Miscellaneous

6.1 This Agreement 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 Agreement.

6.2 This Agreement has been entered into on the date stated at the beginning of this Agreement.

6.3 The provisions of clause 31.5 (*Bail-in*) of the Interim Facilities Agreement shall be incorporated into this Agreement as if set out in full in this Agreement and as if references in those clauses to the "Interim Finance Documents" or "this Agreement" are to be construed as references to this Agreement.

7. Governing law and jurisdiction

7.1 This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law, and the Parties hereto submit to the exclusive jurisdiction of the English courts.

Note: The execution of this letter may not transfer a proportionate share of the Existing Interim Lender's interest in the Transaction Security in all jurisdictions. It is the responsibility of the New Interim Lender to ascertain whether any other documents or other formalities are required to perfect a transfer of such a share in the Existing Interim Lender's Transaction Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

SCHEDULE 1

Part A - Commitment/rights and obligations to be transferred

Name of Interim Lender	Amount of Interim Term Facility Commitment to be transferred	Amount of Interim Revolving Facility Commitment to be transferred
Bank of America, N.A., London Branch	£48,000,000	£10,000,000
Citibank, N.A., London Branch	-	£10,000,000
Citicorp North America, Inc.	£48,000,000	-
Deutsche Bank AG, London Branch	£48,000,000	£10,000,000
UBS AG London Branch	£48,000,000	£10,000,000
TOTAL	**£192,000,000**	**£40,000,000**

Part B - Post-transfer Commitments of the Original Interim Lenders

Interim Lender	Interim Term Facility Commitment	Interim Revolving Facility Commitment
Bank of America, N.A., London Branch	£192,000,000	£40,000,000
Citibank, N.A., London Branch	-	£40,000,000
Citicorp North America, Inc.	£192,000,000	-
Deutsche Bank AG, London Branch	£192,000,000	£40,000,000
UBS AG London Branch	£192,000,000	£40,000,000
Barclays Bank PLC	£144,000,000	£30,000,000
HSBC Bank plc	£48,000,000	£10,000,000
TOTAL	**£960,000,000**	**£200,000,000**

SCHEDULE 2

RESTATED INTERIM FACILITIES AGREEMENT

Execution Version

Date: 1 September 2026
(as amended and restated on 30 October 2026)

INTERIM FACILITIES AGREEMENT

VULCAN ALPHA MIDCO 2 LTD
(as Holdco)

VULCAN ALPHA BIDCO LIMITED
(as the Company)

arranged by

BANK OF AMERICA, N.A., LONDON BRANCH, DEUTSCHE BANK AG, LONDON BRANCH, UBS AG LONDON BRANCH, CITIBANK, N.A., LONDON BRANCH, BARCLAYS BANK PLC and **HSBC BANK PLC**
(as Arrangers)

with

KROLL AGENCY SERVICES LIMITED
(as Interim Facility Agent)

and

KROLL TRUSTEE SERVICES LIMITED
(as Interim Security Agent)

GIBSON, DUNN & CRUTCHER UK LLP

Telephone House
2-4 Temple Avenue, London EC4Y 0HB
+44 (0)20 7071 4000 *Tel* +44 (0)20 7071 4244 *Fax*

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THIS AGREEMENT is made on 1 September 2026 (as amended and restated on ___ October 2026) between:

(1) **VULCAN ALPHA MIDCO 2 LTD** a private company with limited liability incorporated in Jersey with company registration number 166990, whose registered office is at 15 Esplanade, St Helier, JE1 1RB, Jersey ("**Holdco**");

(2) **VULCAN ALPHA BIDCO LIMITED** a limited liability company incorporated under the laws of England and Wales with registered number 17421897 (the "**Borrower**" and the "**Company**");

(3) **BANK OF AMERICA, N.A., LONDON BRANCH, DEUTSCHE BANK AG, LONDON BRANCH, UBS AG LONDON BRANCH, CITIBANK, N.A., LONDON BRANCH, BARCLAYS BANK PLC** and **HSBC BANK PLC** as mandated lead arrangers (the "**Arrangers**");

(4) **THE FINANCIAL INSTITUTIONS** listed in Schedule 11 (*The Effective Date Interim Lenders*) as lenders (the "**Effective Date Interim Lenders**");

(5) **KROLL AGENCY SERVICES LIMITED**, a company incorporated under the laws of England and Wales and with registration number 10987833 with its registered office at The News Building, Level 6, 3 London Bridge Street, United Kingdom, SE1 9SG as agent of the other Finance Parties, as agent of the other Interim Finance Parties (the "**Interim Facility Agent**"); and

(6) **KROLL TRUSTEE SERVICES LIMITED**, a company incorporated under the laws of England and Wales and with registration number 10992576 with its registered office at The News Building, Level 6, 3 London Bridge Street, United Kingdom, SE1 9SG as security trustee for the Secured Parties, as security agent for the Interim Finance Parties (the "**Interim Security Agent**").

1. INTERPRETATION

Terms defined in Schedule 1 (*Definitions and Interpretation*) to this Agreement have the same meanings when used in this Agreement. Each Schedule to this Agreement forms part of the terms of this Agreement. Any reference to the "date of this Agreement" will be interpreted to mean the Effective Date.

2. THE INTERIM FACILITIES – AVAILABILITY

2.1 The Interim Facilities

Subject to the terms of this Agreement, the Interim Lenders make available to the Borrower:

(a) an interim term loan facility in an aggregate amount equal to the Total Interim Term Facility Commitments ("**Interim Facility B**") available to be utilised in Sterling; and

(b) an interim multi-currency revolving facility in an aggregate amount equal to the Total Interim Revolving Facility Commitments (the "**Interim Revolving Facility**" and together with Interim Facility B, the "**Interim Facilities**")

available to be utilised in Sterling, any Approved Currency and any other currency agreed between the Obligors' Agent and the Interim Facility Agent (acting on the instructions of the Interim Revolving Facility Lenders).

2.2 **Availability Periods**

(a) The undrawn Interim Facility Commitments of each Interim Lender under the Interim Term Facility will be available from the date of this agreement and shall be automatically cancelled at 11:59 p.m. on the last day of the Certain Funds Period.

(b) The undrawn Interim Facility Commitments of each Interim Lender under the Interim Revolving Facility will be automatically cancelled at 11:59 p.m. on the earlier of:

(i) the last day of the Interim Revolving Facility Availability Period; and

(ii) if the Interim Closing Date has not occurred on or prior to the last day of the Certain Funds Period, the last day of the Certain Funds Period.

2.3 **Voluntary Cancellation**

The Borrower (or the Obligors' Agent on its behalf) may, by two (2) Business Days' prior written notice to the Interim Facility Agent, at any time cancel any undrawn amount of any Interim Facility.

2.4 **Cancellation on Availability of Long-term Financing Arrangements**

(a) The undrawn Interim Term Facility Commitments of each Interim Lender will be cancelled on the later of (i) the date on which Facility B has funded in an aggregate principal amount of no less than the Total Interim Term Facility Commitments and (ii) during the Certain Funds Period only, the date on which the Obligors' Agent receives the written consent to such cancellation from Lazard & Co. Limited, acting in its capacity as financial adviser to the Company.

(b) The undrawn Interim Revolving Facility Commitments of each Interim Lender will be automatically cancelled on the date on which the Revolving Facility has funded in an aggregate principal amount of no less than the Total Interim Revolving Facility Commitments.

(c) For the purpose of this Clause 2.4, "Facility B" and "Revolving Facility" shall have the meaning given to such terms in the Commitment Letter.

3. THE MAKING OF THE INTERIM UTILISATIONS

3.1 **Conditions Precedent**

(a) The obligations of each Interim Lender to participate in each Interim Utilisation are subject only to the conditions precedent that on the date on which that Interim Utilisation is to be made:

(i) the Interim Facility Agent has received or waived the requirement to receive all of the documents and evidence referred to in Schedule 3 (*Conditions Precedent*), unless specified otherwise, in form and substance satisfactory to it (acting reasonably on the instructions of the Majority Interim Lenders (each acting reasonably));

(ii) no Major Event of Default is continuing; and

(iii) it has not, since the date on which such Interim Lender first became a Party, become illegal for such Interim Lender to make, or to allow to remain outstanding, that Interim Utilisation **provided that** such Interim Lender has notified the Obligors' Agent immediately upon becoming aware of the relevant issue in accordance with Clause 11.3 (*Illegality*), and **provided further that** such illegality alone will not excuse any other Interim Lender from participating in the relevant Interim Utilisation and will not in any way affect the obligations of any other Interim Lender.

(b) The Interim Facility Agent shall notify the Obligors' Agent and the Interim Lenders promptly upon being satisfied that the conditions described in paragraph (a)(i) above have been received by it or waived. The Interim Lenders authorise (but do not require) the Interim Facility Agent to give that notification.

3.2 **Certain Funds Period**

Notwithstanding any other provision of any Interim Finance Document, during the Certain Funds Period, none of the Interim Finance Parties shall:

(a) refuse to participate in or make available any Interim Utilisation, **provided that** the condition in paragraph (a)(i) of Clause 3.1 (*Conditions Precedent*) above has been satisfied or waived in accordance with Clause 3.1 (*Conditions Precedent*);

(b) be entitled to take any action to rescind, terminate or cancel this Agreement (or any provision hereof or obligation hereunder) or any Interim Utilisation or any Interim Facility Commitment;

(c) exercise any right of set-off or counterclaim in respect of any Interim Utilisation or Interim Facility Commitment;

(d) accelerate any Interim Utilisation or otherwise demand or require repayment or prepayment of any sum from any Obligor;

(e) enforce (or instruct the Interim Security Agent to enforce) any Security Interest under any Interim Finance Document;

(f) take any other action or make or enforce any claim (in its capacity as an Interim Lender) which would directly or indirectly prevent any Interim Utilisation from being made; or

(g) make or enforce any claim under any indemnity or in respect of any payment obligation of any Obligor as set out in the Interim Finance Documents,

including, but not limited to, Clause 10 (*Taxes*), Clause 11 (*Increased Costs*), Clause 13 (*Fees and Expenses*) and Clause 14 (*Indemnities*),

unless at any time any of the conditions in paragraphs (a)(i) to (a)(iii) (inclusive) (to the extent applicable in relation to such Interim Utilisation) of Clause 3.1 (Conditions Precedent) above are not satisfied (which, in respect of paragraph (a)(iii) of Clause 3.1 (Conditions *Precedent*) above, shall allow the relevant Interim Lender to take such action in respect of itself only (and only to the extent required to rectify such unlawfulness) and shall not permit any other Interim Finance Parties to take such action), **provided that** , immediately upon the expiry of the Certain Funds Period, all such rights, remedies and entitlements shall be available to the Interim Finance Parties, notwithstanding that they may not have been used or been available for use during the Certain Funds Period.

3.3 **Purpose**

(a) The proceeds of each Interim Term Loan are to be applied in or towards (directly or indirectly):

(i) financing or refinancing amounts payable under or in connection with the Acquisition (including any adjustments or interest payments (however structured)) and any amounts payable in respect of Target Shares acquired pursuant to a Squeeze-Out or otherwise in accordance with the Takeover Code and/or any other purchase of the shares or other interests in the Target;

(ii) refinancing or otherwise discharging or defeasing any indebtedness of the Target Group (including back-stopping or providing cash-cover in respect of any letters of credit, guarantees, indemnities or ancillary, revolving, working capital or local facilities or arrangements) (the "**Existing Target Facilities**") and paying any breakage costs, redemption premium, make-whole costs and other fees, costs and expenses payable in connection with such refinancing and/or discharge or defeasance of the Existing Target Facilities and financing or refinancing of other transactions contemplated by the Transaction (the "**Refinancing**");

(iii) financing or refinancing other related amounts, including fees, costs, premiums, taxes (including stamp duty), expenses and other transaction costs incurred in connection with the Acquisition, the Refinancing and/or the Transaction Documents;

(iv) cash overfunding or any other purpose contemplated by the Funds Flow Statement; and/or

(v) to the extent not applied for a purpose set out in paragraphs (i) to (iv) above, financing or refinancing the general corporate purposes and/or working capital requirements of the Group,

each such purpose set out in sub-paragraphs (i) to (v) above being a "**Term Facility Purpose**".

(b) The proceeds of the Interim Revolving Facility Utilisations are to be applied in or towards (directly or indirectly):

(i) (in respect of any Interim Revolving Utilisation with a Drawdown Date on the Interim Closing Date) any Term Facility Purpose; and/or

(ii) financing or refinancing the general corporate purposes and/or working capital requirements of the Group.

(c) The Borrower shall be entitled to advance, contribute, on-lend and/or otherwise make available any amount drawn by it under the Interim Facilities to any Group Company in order that such amounts may be applied in or towards (directly or indirectly) any of the purposes specified in paragraphs (a) and (b) above.

3.4 **Bank Guarantees**

The Interim Revolving Facility Commitments shall also be available for utilisation by way of Bank Guarantees. The provisions of Schedule 9 (Bank Guarantees) shall form part of this Agreement and bind each Party.

3.5 **Override**

Notwithstanding any other term of this Agreement or any other Interim Finance Document none of:

(a) the steps or events set out in, or reorganisations specified in or expressly contemplated by the Transaction Documents (or, in each case, the actions or intermediate steps necessary to implement any of those steps, actions or events); and

(b) (prior to being discharged on the Interim Closing Date) the actions permitted under the Existing Target Facilities, and any Permitted Transaction or any actions of intermediate steps to implement a Permitted Transaction,

in any case, shall constitute, or result in, a breach of any representation, warranty, undertaking or other term of the Interim Finance Documents or a Default or a Major Event of Default, actual or potential, and each such event shall be expressly permitted under the terms of the Interim Finance Documents, including the use of the proceeds of any Interim Utilisation for any purpose set out in the Funds Flow Statement.

4. OBLIGORS' AGENT

(a) Each Obligor (other than the Company) and Holdco, by its execution of this Agreement, irrevocably (to the extent permitted by law) appoints the Obligors' Agent to act severally on its behalf as its agent in relation to the Interim Finance Documents and irrevocably (to the extent permitted by law) authorises:

(i) the Obligors' Agent on its behalf to supply all information concerning itself contemplated by the Interim Finance Documents to the Interim Finance Parties and to give and receive all notices, instructions and other communications under the Interim Finance Documents (including, where relevant, Drawdown Requests) and to make such agreements and

to effect the relevant amendments, supplements and variations capable of being given, made or effected by any Obligor or Holdco notwithstanding that they may affect the Obligor or Holdco (as applicable), without further reference to or the consent of that Obligor or Holdco (as applicable) (including, by increasing the obligations of such Obligor or Holdco (as applicable) howsoever fundamentally, whether by increasing the liabilities, guaranteed or otherwise); and

(ii) each Interim Finance Party to give any notice, demand or other communication to that Obligor or Holdco (as applicable) pursuant to the Interim Finance Documents to the Obligors' Agent,

and in each case the Obligor and Holdco (as applicable) shall be bound as though the Obligor and Holdco (as applicable) itself had given the notices and instructions (including any Drawdown Requests) or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication and each Interim Finance Party may rely on any action taken by the Obligors' Agent on behalf of that Obligor or Holdco (as applicable).

(b) Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Obligors' Agent or given to the Obligors' Agent under any Interim Finance Document on behalf of another Obligor or Holdco (as applicable) or in connection with any Interim Finance Document (whether or not known to any other Obligor and whether occurring before or after such other Obligor or Holdco (as applicable) became an Obligor under any Interim Finance Document) shall be binding for all purposes on that Obligor or Holdco (as applicable) as if that Obligor or Holdco (as applicable) had expressly made, given or concurred with it (to the extent permitted by law). In the event of any conflict between any notices or other communications of the Obligors' Agent and any other Obligor or Holdco (as applicable) , those of the Obligors' Agent shall prevail.

(c) If (notwithstanding the fact that the guarantees granted under Schedule 4 (*Guarantee and Indemnity*) are and the Interim Security is, intended to guarantee and secure, respectively, all obligations arising under the Interim Finance Documents), any guarantee or Interim Security does not automatically extend from time to time to any (however fundamental and of whatsoever nature and whether or not more onerous) variation, increase, extension or addition of or to any of the Interim Finance Documents and/or any facility or amount made available under any of the Interim Finance Documents, each Obligor and Holdco expressly confirms that the Obligors' Agent is authorised to confirm such guarantee and/or Interim Security on behalf of such Obligor or Holdco (as applicable).

(d) For the purpose of this Clause 4, each Obligor other than the Obligors' Agent (to the extent necessary under applicable law) shall grant a specific power of attorney (notarised and apostilled to the extent necessary under applicable law) to the Obligors' Agent and comply with any necessary formalities in connection therewith.

(e) The Obligors' Agent shall be released from the restrictions of self-dealing (however so described) under any applicable laws of any jurisdiction.

5. NATURE OF AN INTERIM FINANCE PARTY'S RIGHTS AND OBLIGATIONS

(a) No Interim Finance Party is bound to monitor or verify any Interim Utilisation nor be responsible for the consequences of such Interim Utilisation.

(b) The obligations of each Interim Finance Party under the Interim Finance Documents are several.

(c) Failure by an Interim Finance Party to perform its obligations does not affect the obligations of any other Party under the Interim Finance Documents.

(d) No Interim Finance Party is responsible for the obligations of any other Interim Finance Party under the Interim Finance Documents.

(e) The rights of each Interim Finance Party under the Interim Finance Documents are separate and independent rights.

(f) An Interim Finance Party may, except as otherwise stated in the Interim Finance Documents, separately enforce its rights under the Interim Finance Documents.

(g) A debt arising under the Interim Finance Documents to an Interim Finance Party is a separate and independent debt.

(h) Each Interim Lender will promptly notify the Obligors' Agent if it becomes aware of any matter or circumstance which would entitle it not to advance or participate in any Interim Utilisation.

6. UTILISATION

6.1 Giving of Drawdown Requests

(a) The Borrower may borrow an Interim Loan by giving to the Interim Facility Agent a duly completed Drawdown Request. A Drawdown Request is, once given, irrevocable.

(b) The latest time for receipt by the Interim Facility Agent of a duly completed Drawdown Request is 11.00 a.m. on the date falling:

(i) in respect of any Interim Loans utilised on the Interim Closing Date, one (1) Business Day before the proposed Drawdown Date; or

(ii) in respect of any Interim Loans which are utilised after the Interim Closing Date, two (2) Business Days before the proposed Drawdown Date, or, in each case, such later time and/or date as agreed by the Interim Facility Agent.

(c) The Interim Revolving Facility may not be utilised unless an Interim Term Facility has been utilised (but, for the avoidance of doubt, the Interim Revolving

Facility may be utilised contemporaneously with an Interim Term Facility, including on the Interim Closing Date).

(d) No more than ten (10) Interim Term Loans may be outstanding under the Interim Term Facility at any time (or, in each case, such greater number as may be required to comply with the terms of the Acquisition Documents or as required by the Takeover Code, the Panel, the Court or any other applicable law, regulation or regulatory body).

(e) The Interim Revolving Facility may be drawn during the Interim Revolving Facility Availability Period.

(f) No more than fifteen (15) Interim Revolving Facility Loans may be outstanding at any time.

6.2 **Completion of Drawdown Requests**

A Drawdown Request for an Interim Loan will not be regarded as having been duly completed unless:

(a) in the case of an Interim Term Loan:

(i) the Drawdown Date is a Business Day within the Certain Funds Period; and

(ii) the amount of the Interim Term Loan does not exceed the Total Interim Facility Commitments;

(b) in the case of an Interim Revolving Facility Loan:

(i) the Drawdown Date is a Business Day within the Interim Revolving Facility Availability Period; and

(ii) the Base Currency Amount of the Interim Revolving Facility Loan requested (when aggregated with the Base Currency Amount of any other Interim Revolving Facility Loans made or due to be made on or before the proposed Drawdown Date but excluding any part of any Interim Revolving Facility Loan prepaid or due to be prepaid on or before the proposed Drawdown Date) does not exceed:

(A) in the case of an Interim Revolving Facility Loan where the proposed Drawdown Date is the Interim Closing Date; the Total Interim Closing Date RCF Commitments; and

(B) in the case of an Interim Revolving Facility Loan where the proposed Drawdown Date is not the Interim Closing Date; an amount equal to the total commitments under the Revolving Facility (as defined in the Commitment Letter); and

(c) the currency of the Interim Loan complies with paragraph (e) or (f) (as applicable) of Clause 6.3 (*Advance of Interim Loans*) and the proposed Interest Period complies with paragraph (b) of Clause 8.3 (*Payment of interest*).

6.3 **Advance of Interim Loans**

(a) The Interim Facility Agent must promptly notify each Interim Lender of the details of the requested Interim Loan and the amount of its share in that Interim Loan.

(b) Each Interim Lender will participate in each Interim Utilisation in the proportion which its Interim Facility Commitment under the applicable Interim Facility bears to the Total Interim Facility Commitments under that Interim Facility, immediately before the making of that Interim Utilisation.

(c) No Interim Lender is obliged to participate in any Interim Term Loan if as a result the Base Currency Amount of its share in the Interim Term Facility would exceed its Interim Facility Commitments under that Interim Term Facility.

(d) No Interim Lender is obliged to participate in any Interim Revolving Facility Utilisation if as a result the Base Currency Amount of its share in the outstanding Interim Revolving Facility Utilisations (other than to the extent due to be repaid or prepaid on or before the proposed Drawdown Date) would exceed its applicable Interim Revolving Facility Commitments.

(e) Each Interim Term Loan under Interim Facility B may only be denominated in Sterling.

(f) Each Interim Revolving Credit Loan under the Interim Revolving Facility may only be denominated in Sterling, any Approved Currency and such other currency as may be agreed with the Interim Revolving Lenders.

(g) If the applicable conditions set out in this Agreement have been met, each applicable Interim Lender shall make its participation in each relevant Interim Loan available to the Interim Facility Agent for the account of the relevant Borrower thereunder by the Drawdown Date through its Facility Office.

7. REPAYMENT AND PREPAYMENT

7.1 **Repayment**

(a) Subject to paragraph (b) of Clause 8 of Part II *(Bank Guarantees*) of Schedule 9 (*Bank Guarantees*) with respect to Bank Guarantees, the Borrower must repay all outstanding Interim Utilisations borrowed by it (together with all interest and all other unpaid amounts accrued or outstanding under or in connection with the Interim Finance Documents) on the earliest to occur of:

(i) the date which falls ninety (90) days after the Interim Closing Date (the "**Final Repayment Date**"); or

(ii) the date of receipt by the Obligors' Agent of a written demand (an "**Acceleration Notice**") from the Interim Facility Agent (acting on the instructions of the Majority Interim Lenders) following the occurrence of a Major Event of Default which is continuing requiring immediate prepayment and cancellation in full of the Interim Facilities.

(b) The Borrower must repay outstanding Interim Utilisations borrowed by it (together with all interest and all other unpaid amounts accrued or outstanding under or in connection with the Interim Finance Documents) on the date of receipt by such Borrower of the proceeds from the first utilisation of the relevant facility (and corresponding tranche thereof) made under the applicable Long-term Financing Agreement which corresponds to the applicable Interim Facilities, in each case (but, for the avoidance of doubt, if applicable, only following release of such proceeds from any escrow arrangement), to the extent of such proceeds.

(c) In addition and subject to paragraph (i) below, the Borrower must repay each outstanding Interim Revolving Facility Loan made to it on the last day of its Interest Period.

(d) If an Interim Utilisation is, or is declared to be, due and payable, all interest and all other amounts accrued or outstanding in respect of that Interim Utilisation shall be immediately due and payable.

(e) If an Interim Utilisation is, or is declared to be, due and payable on demand, all interest and all other amounts accrued or outstanding in respect of that Interim Utilisation shall be immediately due and payable on demand by the Interim Facility Agent on the instructions of the Majority Interim Lenders.

(f) If an Interim Utilisation is, or is declared to be, due and payable, the Interim Facility Agent may, and shall if so directed by the Majority Interim Lenders, by notice to the Obligors' Agent, exercise or direct the Interim Security Agent to exercise any or all of its rights, remedies, powers or discretions under the Interim Finance Documents.

(g) Any part of the Interim Revolving Facility which is repaid may be redrawn in accordance with the terms of this Agreement.

(h) Amounts repaid under an Interim Term Facility may not be redrawn.

(i) Without prejudice to the Borrower's obligation under paragraph (c) above, if one or more Interim Revolving Facility Loans are to be made available to the Borrower:

(i) on the same day that a maturing Interim Revolving Facility Loan is due to be repaid by the Borrower;

(ii) in the same currency as the maturing Interim Revolving Facility Loan; and

(iii) in whole or in part for the purpose of refinancing the maturing Interim Revolving Facility Loan, the aggregate amount of new Interim Revolving Facility Loans shall be treated as if applied in or towards repayment of the maturing Interim Revolving Facility Loan so that:

(A) if the amount of the maturing Interim Revolving Facility Loan exceeds the aggregate amount of the new Interim Revolving Facility Loans:

(1) the Borrower will only be required to pay an amount in cash in the relevant currency equal to that excess; and

(2) each Interim Lender's participation (if any) in the new Interim Revolving Facility Loans shall be treated as having been made available and applied by such Borrower in or towards repayment of that Interim Lender's participation (if any) in the maturing Interim Revolving Facility Loan and that Interim Lender will not be required to make its participation in the new Interim Revolving Facility Loans available in cash; and

(B) if the amount of the maturing Interim Revolving Facility Loan is equal to or less than the aggregate amount of the new Interim Revolving Facility Loans:

(1) the Borrower will not be required to make any payment in cash; and

(2) each Interim Lender will be required to make its participation in the new Interim Revolving Facility Loans available in cash only to the extent that its participation (if any) in the new Interim Revolving Facility Loans exceeds that Interim Lender's participation (if any) in the maturing Interim Revolving Facility Loan and the remainder of that Interim Lender's participation in the new Interim Revolving Facility Loans shall be treated as having been made available and applied by such Borrower in or towards repayment of that Interim Lender's participation in the maturing Interim Revolving Facility Loan.

(j) The Borrower consents, to the extent reasonably practicable, to any refinancing of an Interim Utilisation with the proceeds of the first utilisation made under the equivalent Long-term Financing Agreement (free of any escrow or similar arrangements) in which the Interim Lenders participate being effected by means of a "cashless roll" or "cashless exchange".

7.2 **Prepayment**

(a) The Borrower may:

(i) in the case of any outstanding Interim Utilisation that is an Interim Non-Sterling Loan, prepay the whole or any part of such outstanding Interim Utilisation (including, for the avoidance of doubt, the whole or any part of such outstanding Interim Utilisation owed to a particular Interim Lender to the extent provided for by the terms of this Agreement), together with accrued but unpaid interest, at any time, on giving one (1) Business Day's prior notice in writing to the Interim Facility Agent (or such shorter period as the Interim Facility Agent (acting on the instructions of the Majority Interim Lenders under the relevant Interim

Facility (each acting reasonably) may agree), such notice being conditional or revocable in the Company's discretion); or

(ii) in the case of any outstanding Interim Utilisation that is an Interim Sterling Loan, prepay the whole or any part of such outstanding Interim Utilisation (including, for the avoidance of doubt, the whole or any part of such outstanding Interim Utilisation owed to a particular Interim Lender to the extent provided for by the terms of this Agreement), together with accrued but unpaid interest, at any time, on giving not less than three (3) applicable RFR Banking Days' notice to the Interim Facility Agent (or such shorter period as the Interim Facility Agent (acting on the instructions of the Majority Interim Lenders under the relevant Interim Facility (each acting reasonably)) may agree), such notice being conditional or revocable in the Company's discretion).

(b) Any part of the Interim Revolving Facility which is prepaid pursuant to paragraph (a) above may be redrawn in accordance with the terms of this Agreement.

(c) Amounts prepaid under an Interim Term Facility may not be redrawn.

8. INTEREST

8.1 Calculation of interest – Interim Non-Sterling Loans

The rate of interest on each Interim Non-Sterling Loan for its Interest Period is the percentage rate per annum equal to the aggregate of:

(a) the applicable Margin; and

(b) the Funding Cost for that Interest Period.

8.2 Calculation of interest – Interim Sterling Loans

(a) The rate of interest on each Interim Sterling Loan for any day during an Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(i) the applicable Margin; and

(ii) the Compounded Reference Rate for that day.

(b) If any day during an Interest Period for an Interim Sterling Loan is not an applicable RFR Banking Day in relation thereto, the rate of interest on that Interim Sterling Loan for that day will be the rate applicable to the immediately preceding RFR Banking Day.

8.3 Payment of interest

(a) The period for which each Interim Loan is outstanding shall be divided into successive interest periods (each, an "**Interest Period**") (save that for each Interim Revolving Facility Loan there shall only be one Interest Period), each of which will start on the expiry of the previous Interest Period or, in the case

of the first Interest Period for an Interim Term Loan (or the Interest Period for each Interim Revolving Facility Loan), on the relevant Drawdown Date.

(b) The Borrower shall select an Interest Period of:

(i) (in relation to an Interim Loan that is an Interim Non-Sterling Loan) one (1) week, one (1) month, three (3) months or any other period ending on the Final Repayment Date;

(ii) (in relation to an Interim Loan that is an Interim Sterling Loan) the Interest Periods specified in respect of that currency in the Compounded Rate Terms; or

(iii) any other period agreed with the Interim Facility Agent, in each Drawdown Request and (in relation to subsequent Interest Periods for the Interim Term Loans) thereafter no later than 11.00 a.m. one (1) Business Day prior to the applicable Rate Fixing Day.

(c) If the Borrower does not select an Interest Period for an Interim Loan, the default Interest Period shall (subject to paragraph (e) below) be four (4) weeks (or, if the Interim Loan is in an Interim Sterling Loan, the period specified in respect of that currency in the Compounded Rate Terms) (or, if earlier, a period ending on the Final Repayment Date).

(d) The Borrower must pay accrued interest on each Interim Loan made to it (i) on the last day of each Interest Period in respect of that Interim Loan, or (ii) with respect to any Interim Sterling Loan, if later, on the date falling three applicable RFR Banking Days after the date on which the Interim Facility Agent notifies such Borrower of the amount of the relevant Compounded Rate Interest Payment for that Interim Loan in respect of that Interest Period in accordance with paragraph (d) of Clause 8.5 (*Interest calculation*), and, in each case, on any date on which that Interim Loan is repaid or prepaid.

(e) Notwithstanding paragraphs (a), (b), (c) and (d) above, no Interest Period will extend beyond the Final Repayment Date.

(f) Other than where paragraph (g) below applies, if an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not), **provided that** no Interest Period will extend beyond the Final Repayment Date.

(g) If the Interim Loan is in an Interim Sterling Loan and there are rules specified as "**Business Day Conventions**" for Sterling in the Compounded Rate Terms, those rules shall apply to each Interest Period for that Interim Loan.

(h) If there is a repayment, prepayment or recovery of all or any part of an Interim Non-Sterling Loan other than on the last day of its Interest Period, the Borrower will pay (including any VAT payable thereon to the Interim Finance Parties) the Interim Finance Parties promptly following demand their break costs (if any),

excluding any recoverable VAT incurred by such Interim Finance Party on such costs. The break costs (the "**Break Costs**") will be the amount by which:

(i) the applicable Funding Cost (disregarding for this purpose any interest rate floor) which would have been payable at the end of the relevant Interest Period on the amount of the Interim Loan repaid, prepaid or recovered; *exceeds*

(ii) if positive, the amount of interest the Interim Lenders would have received by placing a deposit equal to the relevant amount with leading banks in the relevant interbank market for a period starting on the Business Day following receipt and ending on the last day of the relevant Interest Period.

8.4 **Interest on overdue amounts**

(a) If the Borrower fails to pay when due any amount payable by it under the Interim Finance Documents, it must immediately on demand by the Interim Facility Agent pay interest on the overdue amount from its due date up to the date of actual payment, both before, on and after judgment.

(b) Interest on an overdue amount is payable at a rate determined by the Interim Facility Agent to be one (1) per cent. per annum above the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted part of that Interim Loan.

(c) Interest (if unpaid) on an overdue amount will be compounded with that overdue amount on the last day of each Interest Period (or such duration as selected by the Interim Facility Agent acting reasonably) to the extent permitted under any applicable law and regulation.

8.5 **Interest calculation**

(a) Interest shall be paid in the currency of the relevant Interim Loan and shall accrue from day to day and be calculated on the basis of the actual number of days elapsed and a three hundred and sixty (360) day year (or, where practice in the relevant interbank market differs, in accordance with that market practice).

(b) The total amount of any accrued interest, commission or fee (or of any amount equal to that interest, commission or fee) which is, or becomes, payable under an Interim Finance Document shall be rounded to 2 decimal places.

(c) In relation to an Interim Non-Sterling Loan, the Interim Facility Agent shall promptly notify each relevant Party of the determination of a rate of interest relating to an Interim Non-Sterling Loan.

(d) In relation to an Interim Sterling Loan, the Interim Facility Agent shall promptly upon a Compounded Rate Interest Payment becoming determinable notify:

(i) (such notification to be made no later than three applicable RFR Banking Days prior to the end of the relevant Interest Period to which that

Compounded Rate Interest Payment relates) the Borrower and the Company of the amount of that Compounded Rate Interest Payment;

(ii) each relevant Interim Lender of the proportion of that Compounded Rate Interest Payment which relates to that Interim Lender's participation in the relevant Interim Sterling Loan; and

(iii) the relevant Interim Lenders and the Borrower of each applicable rate of interest and the amount of interest for each day relating to the determination of that Compounded Rate Interest Payment (including a breakdown of such rate and amount of interest as between the Margin and the Compounded Reference Rate for such date and any other information that the Borrower may reasonably request in relation to the calculation of such rate and amount or the determination of that Compounded Rate Interest Payment).

8.6 **Replacement of Screen Rate**

(a) Subject to paragraph (d) below, any amendment, replacement or waiver proposed by the Company and delivered in writing to the Interim Facility Agent which relates to a change to (i) the benchmark rate, base rate or reference rate (the "**Benchmark** Rate") to apply in relation to a currency in place of the existing Benchmark Rate for such currency under an applicable Interim Facility, or (ii) the method of calculation of any Benchmark Rate, (in each case including any amendment, replacement or waiver to the definition of Term SOFR, "*EURIBOR*", "*IBOR*" or "*Screen Rate*", including an alternative or additional page, service or method for the determination thereof, or which relates to aligning any provision of an Interim Finance Document (including amending, replacing or supplementing Schedule 12 (*Compounded Rate Terms*) and/or Schedule 13 (*Daily Non-Cumulative Compounded RFR Rate*) to the use of that Benchmark Rate, including making appropriate adjustments to this Agreement for basis, duration, time and periodicity for determination of that Benchmark Rate for any Interest Period and making other consequential and/or incidental changes) (a "**Benchmark Rate Change**"), notified by the Company to the Interim Facility Agent, may and shall be made provided that (unless otherwise agreed between the Company and the Majority Interim Lenders) either the Interim Facility Agent has made a Prevailing Market Determination or no Super Majority Interim Lender Objection has occurred and is continuing in respect thereof.

(b) If no Benchmark Rate Change for such currency has been made or implemented pursuant to paragraph (a) above and the Company or the Interim Facility Agent (acting on the instructions of the Majority Interim Lenders) requests the making of a Benchmark Rate Change and notifies the Interim Facility Agent or Company (as applicable) thereof, then Company and the Interim Facility Agent (acting on the instructions of the Majority Interim Lenders) shall enter into consultations in respect of a Benchmark Rate Change in accordance with the terms of paragraph (d) below; provided that if such Benchmark Rate Change cannot be agreed upon by the earlier of (x) the end of a consecutive period of thirty (30) days and (y) the date which is five (5) Business Days before the end of the current Interest Period, (or in the case of a new Interim Utilisation, the

date which is five (5) Business Days before the date upon which the Drawdown Request will be served, as notified by the Company to the Interim Facility Agent), the Benchmark Rate applicable to any Interim Lender's share of an Interim Loan for each Interest Period which commences after the Trigger Date (as defined below) for the currency of such Interim Loan and prior to (or during) the date on which a Benchmark Rate Change for that currency has been agreed shall (unless otherwise agreed by the Company and the Interim Facility Agent (acting on the instructions of the Majority Interim Lenders participating in the applicable Interim Facility)) be replaced by the rate certified to the Interim Facility Agent by that Interim Lender as soon as practicable (and in any event by the date falling two (2) Business Days before the date on which interest is due to be paid in respect of the relevant Interest Period) to be that which expresses as a percentage rate per annum the cost to the relevant Interim Lender of funding its participation in that Interim Loan in the relevant interbank market.

(c) Notwithstanding the definitions of Term SOFR, "*EURIBOR*", "*IBOR*" or "*Screen Rate*" in Schedule 1 (*Definitions and Interpretation*) or any other term of any Interim Finance Document, the Interim Facility Agent may from time to time (with the prior written consent of the Company) specify a Benchmark Rate Change for any currency for the purposes of the Interim Finance Documents, and each Interim Lender authorises the Interim Facility Agent to make such specification.

(d) Notwithstanding the other provisions of this Clause 8.6, no Benchmark Rate Change or other amendments or waivers in connection therewith shall be made without the prior written consent of the Company (in its sole and absolute discretion) which:

(i) would result in an increase in the weighted average cost of the applicable Interim Facility (whether by an increase in the Margin, fees or otherwise but taking into account, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of any Benchmark Rate Change to such applicable Interim Facility (including any spread adjustment to reflect the differential between the weighted average Benchmark Rate before and after such Benchmark Rate Change)) to the Obligors;

(ii) are a change to the date of an interest payment date;

(iii) would result in any Obligor being subject to more onerous obligations under the Interim Finance Documents;

(iv) would result in any rights or benefits of any Obligor under the Interim Finance Documents being lost or reduced; or

(v) would include a credit spread adjustment (or similar), payment of break costs or a fallback cost of funds for market disruption.

(e) For the purposes of this Clause 8.6:

"**Trigger Date**" in respect of the Screen Rate used to calculate any Benchmark Rate means the earliest of:

(i) the date upon which the administrator of that Screen Rate publicly announces that it has ceased to provide that Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Screen Rate; or

(ii) the date upon which the supervisor of the administrator of that Screen Rate publicly announces that such Screen Rate has been permanently or indefinitely discontinued.

9. MARKET DISRUPTION

9.1 Absence of quotations

If the Funding Cost is to be determined by reference to the Reference Banks but a Reference Bank does not supply a quotation by 12.00 noon (or 12.00 noon (in Brussels) in the case of any Interim Non-Sterling Loan denominated in euro) on the Rate Fixing Day the applicable Funding Cost shall be determined on the basis of the quotations of the remaining Reference Banks, subject to Clause 9.2 (*Market Disruption Notice*).

9.2 Market Disruption Notice

If, in relation to any actual or proposed Interim Non-Sterling Loan (a "**Disrupted Loan**"):

(a) the Funding Cost is to be determined by reference to rates supplied by Reference Banks and none or only one of the Reference Banks supplies a rate by 12.00 noon (or 12.00 noon (Brussels time) in the case of any Interim Non-Sterling Loan denominated in euro) on the Rate Fixing Day; or

(b) before close of business in New York on the Rate Fixing Day for the relevant Interest Period, one or more Interim Lenders whose participations in that Disrupted Loan equal or exceed in aggregate fifty (50) per cent. of the amount of that Disrupted Loan notify the Interim Facility Agent that by reason of circumstances affecting the relevant interbank market generally the cost to those Interim Lenders of obtaining matching deposits in the relevant interbank market would be in excess of the Funding Cost, the Interim Facility Agent will promptly give notice of that event to the Obligors' Agent and the Interim Lenders (a "**Market Disruption Notice**").

9.3 Proposed Disrupted Loans

If a Market Disruption Notice is given in respect of a proposed Disrupted Loan, the interest rate applicable on each Interim Lender's participation in that Disrupted Loan will be the rate certified by that Interim Lender to the Interim Facility Agent no later than five (5) Business Days after the Rate Fixing Day to be its cost of funds (from any source which it may reasonably select) plus the Margin.

10. TAXES

10.1 Gross-up

(a) The Company must make all payments to be made by it under the Interim Finance Documents without any Tax Deduction, unless a Tax Deduction is required by law.

(b) If the Company or an Interim Lender becomes aware that the Company must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction), it shall promptly notify the Interim Facility Agent. Failure to give such notice shall not affect the obligations of the Company under the Interim Finance Documents. If the Interim Facility Agent receives such notification from an Interim Lender it shall notify the Company.

(c) If an Interim Lender is not, or ceases to be, a Qualifying Interim Lender, it shall, promptly notify the Interim Facility Agent. If the Interim Facility Agent receives such notification from an Interim Lender it shall, promptly, notify the Company. Without prejudice to the foregoing, each Interim Lender shall, promptly following written request by the Interim Facility Agent, provide the Interim Facility Agent with:

(i) a written confirmation that it is or, as the case may be, is not, a Qualifying Interim Lender; and

(ii) such documents and other evidence as the Interim Facility Agent may reasonably require to support any confirmation given pursuant to sub-paragraph (i) above,

and until such time as an Interim Lender has complied with any request pursuant to this paragraph (c), the Interim Facility Agent and Company shall be entitled to treat such Interim Lender as not being a Qualifying Interim Lender for all purposes under the Interim Finance Documents.

(d) If any Tax Deduction is required by law to be made by the Company:

(i) except as provided in Clause 10.1(e), the amount of the payment due from the Company will be increased to an amount which (after taking into account any Tax Deduction) leaves an amount equal to the amount which would have been due if no Tax Deduction had been required; and

(ii) the Company will:

(A) ensure that the Tax Deduction and any payment required in connection with it does not exceed the minimum amount required by law;

(B) make the Tax Deduction and any payment required in connection with such Tax Deduction within the time allowed by law; and

(C) within thirty (30) days of making any Tax Deduction or any payment to the relevant Tax authorities required in connection with it, deliver to the Interim Facility Agent (for the Interim Finance Party entitled to the payment) evidence satisfactory to that Interim Finance Party (acting reasonably) that such Tax Deduction has been made or (as applicable) such payment paid to the appropriate authority.

(e) The Company is not required to make any increased payment to an Interim Lender under Clause 10.1(d) (*Gross-up*) by reason of a Tax Deduction if, on the date the payment falls due:

(i) the payment could have been made to the relevant Interim Lender without a Tax Deduction if the Interim Lender had been a Qualifying Interim Lender, but on that date that Interim Lender is not, or has ceased to be a Qualifying Interim Lender (unless that Interim Lender has ceased to be a Qualifying Interim Lender as a result of a Change of Law after the date on which the Interim Lender became an Interim Lender);

(ii) the relevant Interim Lender is a Qualifying Interim Lender by virtue of paragraph (b) of the definition of Qualifying Interim Lender and:

(A) an officer of H.M. Revenue & Customs has given (and not revoked) a direction (a "**Direction**") under section 931 of the ITA which relates to the payment and that Interim Lender has received from the Company a certified copy of that Direction; and

(B) the payment could have been made to the Interim Lender without any Tax Deduction if that Direction had not been made; or

(iii) the relevant Interim Lender is a Qualifying Interim Lender by virtue of paragraph (b) of the definition of Qualifying Interim Lender and:

(A) the relevant Interim Lender has not given a Tax Confirmation to the Company; and

(B) the payment could have been made to the Interim Lender without any Tax Deduction if the Interim Lender had given a Tax Confirmation to the Company, on the basis that the Tax Confirmation would have enabled the Company to have formed a reasonable belief that the payment was an "excepted payment" for the purpose of section 930 of the ITA; or

(iv) the Company making the payment is able to demonstrate such payment could have been made to the Interim Lender without a Tax Deduction if that Interim Lender had complied with all its obligations under paragraph (f), (g), (h) or (i) (as applicable) of Clause 10.1 (*Gross-up*).

(f)

(i) Subject to paragraph (ii) below, a Treaty Interim Lender and the Company shall co-operate in completing any procedural formalities and provision of such information necessary for the Company to make that payment either without a Tax Deduction or, where a payment cannot be made without a Tax Deduction, with a reduced Tax Deduction, and maintain that authorisation where an authorisation expires or otherwise ceases to have effect.

(ii)

(A) An Effective Date Interim Lender that is a Treaty Interim Lender that holds a passport under the HMRC DT Treaty Passport scheme, and which wishes that scheme to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence opposite its name in Schedule 11 (*The Effective Date Interim Lenders*); and

(B) a New Interim Lender that is a Treaty Interim Lender that holds a passport under the HMRC DT Treaty Passport scheme, and which wishes that scheme to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence in the documentation which it executes on becoming a Party as an Interim Lender,

and, having done so, that Treaty Interim Lender shall be under no obligation pursuant to paragraph (i) above.

(g) If a Treaty Interim Lender has confirmed its scheme reference number and its jurisdiction of tax residence in accordance with paragraph (f) above and if:

(i) the Company has not made a Borrower DTTP Filing in respect of that Interim Lender; or

(ii) the Company has made a Borrower DTTP Filing in respect of that Interim Lender, but:

(A) that Borrower DTTP Filing has been rejected by HM Revenue & Customs; or

(B) HM Revenue & Customs has not given the Company authority to make payments to that Interim Lender without a Tax Deduction within 60 days of the date of the Borrower DTTP Filing; or

(C) HM Revenue & Customs gave but subsequently withdrew authority for the Company to make payments to that Interim Lender without a Tax Deduction, or such authority has otherwise terminated or expired or is due to otherwise terminate or expire within the next three months,

that Interim Lender and the Company shall co-operate in completing any additional procedural formalities necessary for the Company to obtain authorisation to make that payment without a Tax Deduction.

(h) If:

(i) a Tax Deduction should have been made in respect of a payment made by or on account of an Obligor to an Interim Lender under an Interim Finance Document; and

(ii) either:

(A) an Obligor was unaware, and could not reasonably be expected to have been aware, that the Tax Deduction was required and as a result does not make the Tax Deduction or made the Tax Deduction at a reduced rate; or

(B) in reliance on the notifications and confirmations provided pursuant to Clause 10.4 (*Interim Lender Status Confirmation*) (or as a result of an Interim Lender failing to provide such Lender status confirmation) the Company did not make such Tax Deduction or made a Tax Deduction at a reduced rate,

then the Interim Lender that received the payment in respect of which the Tax Deduction should have been made or made at a higher rate undertakes (upon the request of the Company) to promptly reimburse the Company for the amount of the Tax Deduction or the additional Tax Deduction (as applicable) that should have been made and, for the avoidance of doubt, any penalty or interest which arises as a result of the Interim Lender's failure to comply with its obligations, or providing incorrect notifications or confirmations, under this Agreement, provided that the Company shall be entitled (by notice to the Interim Facility Agent and the Interim Lender) to elect to set off the amount to which it is entitled pursuant to this Clause 10.1(h) against any amount payable to that Interim Lender.

(i) Any Interim Lender which enters into any sub-participation or other risk sharing arrangement shall only be entitled to receive under this Clause 10.1 (with reference to amounts paid on the sub-participated commitment) an amount equal to the lesser of (i) the amount equivalent to the payment which would have been due to the Interim Lender under this Clause 10.1 if it had not entered into such sub-participation or other arrangement and (ii) the amount equivalent to the payment which would have been due to the sub-participant under this Clause 10.1 had the sub-participant been an Interim Lender, provided (for the avoidance of doubt) that if an Interim Lender fails to notify the Company of any sub-participation or other arrangement entered into by it, then the Interim Lender shall not be entitled to any payment under this Clause 10.1 in respect of such sub-participated commitment.

(j) References in this Clause 10.1 to the Company shall be construed as references to each Obligor making, or required to make, a payment under an Interim Finance Document (including any payment under the guarantee and indemnity

in Schedule 4 (*Guarantee and Indemnity*)), and each Obligor shall be bound by this Clause 10.1 accordingly.

10.2 **Tax indemnity**

(a) The Company shall (or shall procure that another Group Company will) (within ten (10) Business Days of demand by the Interim Facility Agent) pay to an Interim Finance Party an amount equal to the loss, liability or cost which that Interim Finance Party determines (acting reasonably and in good faith) has been suffered for or on account of Tax by that Interim Finance Party in relation to a payment received or receivable from the Company under an Interim Finance Document.

(b) Paragraph (a) above shall not apply:

(i) to any Tax assessed on an Interim Finance Party under the law of the jurisdiction or jurisdictions (or any political subdivision thereof) in which:

(A) that Interim Finance Party is incorporated or, if different, in which that Interim Finance Party is treated as resident for tax purposes; or

(B) that Interim Finance Party's Facility Office or other permanent establishment is located in respect of amounts received or receivable under the Interim Finance Documents in that jurisdiction (or in respect of amounts attributed to the permanent establishment),

if that Tax is imposed on or calculated by reference to the net or gross income, profits or gains received or receivable by that Interim Finance Party or if that Tax is considered a franchise Tax (imposed in lieu of net income Tax) or a branch profits or similar Tax or by reference to net worth; or

(ii) to the extent a loss or liability:

(A) is compensated for by payment of an amount under Clause 10.1 (*Gross-up*), a payment under Clause 10.5 (*Stamp Taxes*) or Clause 10.6 (*Value added taxes*) or would have been compensated for under such clauses but was not so compensated because one of the exclusions or exception thereto applied;

(B) is suffered or incurred by an Interim Lender and would not have been suffered or incurred if such Interim Lender has been a Qualifying Interim Lender in relation to the Company at the relevant time unless that Interim Lender was not a Qualifying Interim Lender at the relevant time as a result of a Change of Law;

(C) is suffered or incurred by an Interim Lender as a result of such Interim Lender's failure to comply with its obligations under Clause 10.4 (*Interim Lender Status Confirmation*);

(D) (for the avoidance of doubt) is suffered or incurred in respect of any Bank Levy (or any payment attributable to, or liability arising as a consequence of, a Bank Levy);

(E) relates to a FATCA Deduction required to be made by a party; or

(F) is increased as a result of the Interim Finance Party not complying with paragraph (c) below.

(c) An Interim Finance Party making, or intending to make a claim under paragraph (a) above shall promptly notify the Interim Facility Agent of the event which has given, or will give, rise to the claim, following which the Interim Facility Agent will notify the Company.

10.3 **Tax Credit**

(a) If the Company makes a Tax Payment and an Interim Finance Party determines (acting reasonably and in good faith) that it (or one of its Affiliates) has received and utilised a Tax Credit or similar Tax benefit attributable to that payment or the Tax giving rise to that payment, that Interim Finance Party shall pay to the Company within ten (10) Business Days upon the utilisation of a Tax Credit or similar Tax benefit an amount which that Interim Finance Party or Affiliate determines (acting reasonably and in good faith) will leave such Interim Finance Party (after that payment by it) in the same after-Tax position as it would have been in if the payment of that Tax Payment had not been required to be made.

(b) If:

(i) the Company makes a Tax Payment to an Interim Lender which is not a Qualifying Interim Lender at the time of that payment (other than as a result of a Change of Law); and

(ii) the Company was not notified prior to such date that such Interim Lender was not, or had ceased to be, a Qualifying Interim Lender,

that Interim Lender shall promptly pay to the Company such amount as the Company determines, acting reasonably and in good faith, will leave the Company in the same position as it would have been in if the Tax Payment had not been made, provided that the Company shall be entitled (by notice to the Interim Facility Agent and the Interim Lender) to elect to set off the amount to which it is entitled pursuant to this Clause 10.3(b) against any amount of interest payable to that Interim Lender on subsequent interest payment dates.

(c) The provisions of paragraphs (a) and (b) above shall remain binding on each person which has received a payment of an additional amount under Clause 10.1 (*Gross-up*) or Clause 10.2 (*Tax indemnity*) notwithstanding that such person may have ceased to be a Party or that the liabilities owed to that person in respect of the Interim Facilities have been repaid.

10.4 **Interim Lender Status Confirmation**

(a) As at the date of this Agreement, each Effective Date Interim Lender confirms for the benefit of the Interim Facility Agent and the Company that it is a Qualifying Interim Lender and shall confirm on the date of entry into this Agreement which category of Qualifying Interim Lender it falls into.

(b) Each Interim Lender which becomes a Party to this Agreement after the date of this Agreement shall indicate, in the Transfer Certificate, Assignment Agreement or Increase Confirmation which it executes on becoming a Party which of the following categories it falls in:

(i) not a Qualifying Interim Lender;

(ii) a Qualifying Interim Lender (other than a Treaty Interim Lender); or

(iii) a Treaty Interim Lender.

(c) If a New Interim Lender or Increase Lender fails to indicate its status in accordance with this Clause 10.4 then such New Interim Lender or Increase Lender (as applicable) shall be treated for the purposes of this Agreement (including by the Company) as if it is not a Qualifying Interim Lender until such time as it notifies the Interim Facility Agent which category applies (and the Interim Facility Agent, upon receipt of such notification, shall inform the Company).

(d) A Qualifying Interim Lender shall promptly notify the Company and the Interim Facility Agent if there is any change in the position from that set out in the Tax Confirmation or confirmation given on entry into this Agreement.

10.5 **Stamp Taxes**

The Company shall pay (or shall procure that another Group Company pays) within ten (10) Business Days of demand and indemnify each Interim Finance Party against all losses, costs and liabilities which that Interim Finance Party suffers or incurs in relation to any stamp duty, registration, documentary and other similar transfer tax payable in respect of any Interim Finance Document except for:

(a) any such stamp duty, registration, documentary or similar transfer tax payable in respect of (i) any entry into an Increase Confirmation or other transfer document executed pursuant to Part III (*Replacement of an Interim Lender / Increase*) of Schedule 6 (*Impairment and Replacement of Interim Finance Parties*) or (ii) any transfer, novation, assignment, sub-participation or other disposal of an Interim Finance Party's rights or obligations under an Interim Finance Document including pursuant to Clause 25 (*Changes to the Parties*); or

(b) any such stamp duty or similar transfer tax to the extent it becomes payable upon a voluntary registration made or other action taken by any Interim Finance Party if such registration or action is not necessary to evidence, prove, maintain, enforce, compel or otherwise assert the rights of such Interim Finance Party under an Interim Finance Document.

10.6 **Value added taxes**

(a) All amounts expressed to be payable under an Interim Finance Document by any party to an Interim Finance Party which (in whole or in part) constitute the consideration for a supply or supplies for VAT purposes shall be deemed to be exclusive of any VAT which is chargeable on such supply or supplies and accordingly, subject to paragraph (b) below if VAT is or becomes chargeable on any supply or supplies made by any Interim Finance Party to any party in connection with an Interim Finance Document, and such Interim Finance Party is required to account to the relevant tax authority for the VAT, that party shall pay to the Interim Finance Party (in addition to and at the same time as paying the consideration for that supply or supplies) an amount equal to the amount of the VAT (upon such Interim Finance Party providing an appropriate VAT invoice to such party).

(b) If VAT is or becomes chargeable on any supply made by any Interim Finance Party (the "**Supplier**") to any other Interim Finance Party (the "**Recipient**") under an Interim Finance Document, and any party other than the Recipient (the "**Relevant Party**") is required by the terms of any Interim Finance Document to pay an amount equal to the consideration for that supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):

(i) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Relevant Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this paragraph (i) applies) promptly pay to the Relevant Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient reasonably determines relates to the VAT chargeable on that supply; and

(ii) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Relevant Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.

(c) Where an Interim Finance Document requires any party to reimburse or indemnify an Interim Finance Party for any costs or expenses, that party shall reimburse or indemnify (as the case may be) the Interim Finance Party against any VAT incurred by the Interim Finance Party in respect of the costs or expenses, to the extent that the Interim Finance Party reasonably determines that neither it nor any group of which it is a member for VAT purposes is entitled to credit or receive repayment in respect of the VAT from the relevant tax authority.

(d) Any reference in this Clause 10.6 to any party shall, at any time when such party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the person who is treated as making the supply or (as appropriate) receiving the supply under the grouping rules (as provided for in Article 11 of the Council Directive

2006/112/EC (or as implemented by the relevant member state of the European Union or any other similar provision in any jurisdiction which is not a member state of the European Union)) so that a reference to a party shall be construed as a reference to that party or the relevant group or unity (or fiscal unity) of which that party is a member for VAT purposes at the relevant time or the relevant member (or head) of that group or unity (or fiscal unity) at the relevant time (as the case may be).

(e) In relation to any supply made by an Interim Finance Party to any party under an Interim Finance Document, if reasonably requested by such Interim Finance Party, that party must promptly provide such Interim Finance Party with details of that party's VAT registration and such other information as is reasonably requested in connection with such Interim Finance Party's VAT reporting requirements in relation to such supply.

10.7 **FATCA information**

(a) Subject to paragraph (c) below, each Party shall, within ten (10) Business Days of a reasonable request by another Party:

(i) confirm to that other Party whether it is:

(A) a FATCA Exempt Party; or

(B) not a FATCA Exempt Party;

(ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and

(iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation or exchange of information regime.

(b) If a Party confirms to another Party pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not, or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.

(c) Paragraph (a) above shall not oblige any Party to do anything, which would or might in its reasonable opinion constitute a breach of:

(i) any law or regulation;

(ii) any fiduciary duty; or

(iii) any duty of confidentiality.

(d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with

paragraph (a)(i) or (a)(ii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Interim Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

10.8 **FATCA Deduction**

(a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

(b) Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the Party to whom it is making the payment and, in addition, shall notify the Company and the Interim Facility Agent, and the Interim Facility Agent shall notify the other Interim Finance Parties.

11. INCREASED COSTS

11.1 **Increased Costs**

(a) If the introduction of, or a change in, or a change in the interpretation, administration or application of, any law, regulation or treaty occurring after the date on which it becomes a Party, or compliance with any law, regulation or treaty made after the date on which it becomes a Party, results in any Interim Finance Party (a "**Claiming Party**") or any Affiliate of it incurring any Increased Cost (as defined in paragraph (c) below):

(i) the Claiming Party will notify the Obligors' Agent and the Interim Facility Agent of the circumstances giving rise to that Increased Cost as soon as reasonably practicable after becoming aware of it and will as soon as reasonably practicable provide a certificate confirming the amount of that Increased Cost with (to the extent available) appropriate supporting evidence; and

(ii) within five (5) Business Days of demand by the Claiming Party, the Obligors' Agent will (or shall procure that another Group Company will) pay to the Claiming Party the amount of any Increased Cost incurred by it (or any Affiliate of it).

(b) No Group Company will be obliged to compensate any Claiming Party under paragraph (a) above in relation to any Increased Cost:

(i) to the extent compensated for by Clause 10.1 (*Gross-up*) or Clause 10.2 (*Tax indemnity*), Clause 10.5 (*Stamp Taxes*) or Clause 10.6 (*Value added taxes*) or which would have been so compensated but was not because an exclusion or exception under this Agreement applied;

(ii) attributable to the breach by the Claiming Party of any law, regulation or treaty or any Interim Finance Document;

(iii) attributable to a FATCA Deduction;

(iv) attributable to any penalty having been imposed by the relevant central bank or monetary or fiscal authority upon the Claiming Party (or any Affiliate of it) by virtue of its having exceeded any country or sector borrowing limits or breached any directives imposed upon it;

(v) attributable to the implementation or application of or compliance with the "International Convergence of Capital Measurement and Capital Standards, a Revised Framework" published by the Basel Committee on Banking Supervision in June 2004 in the form existing on the date of this Agreement (but excluding any amendment to Basel II arising out of Basel III (as defined in paragraph (c)(i) below)) ("**Basel II**") or any other law or regulation which implements Basel II (whether such implementation, application or compliance is by a government, regulator, Interim Finance Party or any of its Affiliates) but excluding any Increased Cost attributable to Basel III or any other law or regulation which implements Basel III (in each case, unless an Interim Finance Party was or reasonably should have been aware of that Increased Cost on the date on which it became an Interim Finance Party under this Agreement);

(vi) suffered or incurred in respect of any Bank Levy (or any payment attributable to, or liability arising as a consequence of, a Bank Levy); or

(vii) not notified to the Obligors' Agent in accordance with paragraph (a)(i) above.

(c) In this Agreement:

(i) "**Basel III**" means:

(A) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010;

(B) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement Rules text" published by the Basel Committee on Banking Supervision in November 2011; and

(C) any further guidance or standards published by the Basel Committee on Banking Supervision relating to Basel III; and

(ii) "**Increased Cost**" means:

(A) an additional or increased cost;

(B) a reduction in any amount due, paid or payable to the Claiming Party under any Interim Finance Document; or

(C) a reduction in the rate of return from an Interim Facility or on the Claiming Party's (or its Affiliates') overall capital, suffered or incurred by a Claiming Party (or any Affiliate of it) as a result of it having entered into or performing its obligations under any Interim Finance Document or making or maintaining its participation in any Interim Loan or Bank Guarantee.

11.2 **Mitigation**

(a) If circumstances arise which entitle an Interim Finance Party:

(i) to receive payment of an additional amount under Clause 10 (*Taxes*);

(ii) to demand payment of any amount under Clause 11.1 (*Increased Costs*); or

(iii) to require cancellation or prepayment to it of any amount under Clause 11.3 (*Illegality*) (including for the avoidance of doubt if an Interim Finance Party is not obliged to fund in circumstances where paragraph (a)(iii) of Clause 3.1 (*Conditions Precedent*) applies),

then that Interim Finance Party will, in consultation with the Obligors' Agent, take all reasonable steps to mitigate the effect of those circumstances (including by transferring its rights and obligations under the Interim Finance Documents to an Affiliate or changing its Facility Office or transferring its Interim Facility Commitments and participation in each Interim Utilisation for cash at par plus all accrued but unpaid interest thereon to another bank, financial institution or other person nominated for such purpose by the Obligors' Agent).

(b) No Interim Finance Party will be obliged to take any such steps or action if to do so is likely in its opinion (acting in good faith) to be unlawful or to have an adverse effect on its business, operations or financial condition or breach its banking policies or require it to disclose any confidential information.

(c) The Obligors' Agent shall (or shall procure that another Group Company will), within five (5) Business Days of demand by the relevant Interim Finance Party, indemnify such Interim Finance Party for any costs or expenses reasonably incurred by it as a result of taking any steps or action under this Clause 11.2.

(d) This Clause 11.2 does not in any way limit, reduce or qualify the obligations of the Obligors' Agent under the Interim Finance Documents.

11.3 **Illegality**

If it is or will become unlawful in any applicable jurisdiction for an Interim Finance Party to participate in an Interim Facility, maintain its Interim Facility Commitment or participation in any Interim Utilisation or perform any of its obligations under any Interim Finance Documents, then:

(a) that Interim Finance Party shall promptly so notify the Interim Facility Agent and the Obligors' Agent upon becoming aware of that event; and

(b) following such notification, the Obligors' Agent shall (or shall procure that a Group Company will) prepay that Interim Finance Party's participation in all outstandings under the relevant Interim Facility (together with any related accrued interest) and pay (or procure payment of) all other amounts due to that Interim Finance Party under the Interim Finance Documents and that Interim Finance Party's Interim Facility Commitment will be cancelled, in each case, to the extent necessary to cure the relevant illegality and, on the date specified by that Interim Finance Party in such notice (being the last Business Day immediately prior to the illegality taking effect or the latest date otherwise allowed by the relevant law (taking into account any applicable grace period)) unless otherwise agreed or required by the Obligors' Agent, **provided that** on or prior to such date the Obligors' Agent shall have the right to require that Interim Lender to transfer its Interim Facility Commitments and participation in each Interim Utilisation to another bank, financial institution or other person nominated for such purpose by the Obligors' Agent which has agreed to **purchase such rights and obligations at par plus accrued but unpaid interest.**

12. PAYMENTS

12.1 **Place**

(a) Unless otherwise specified in an Interim Finance Document, on each date on which payment is to be made by any Party (other than the Interim Facility Agent) under an Interim Finance Document, such Party shall pay, in the required currency, the amount required to the Interim Facility Agent, for value on the due date at such time and in such funds as the Interim Facility Agent may specify to the Party concerned as being customary at that time for settlement of transactions in the relevant currency in the place of payment. All such payments shall be made to the account specified by the Interim Facility Agent for that purpose in the principal financial centre of the country of the relevant currency (or in relation to euro, London).

(b) Each payment received by the Interim Facility Agent under the Interim Finance Documents for another Party shall, subject to paragraphs (c) and (d) below and to Clause 12.3 (*Assumed receipt*), be made available by the Interim Facility Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of an Interim Lender, for the account of its Facility Office), to such account as that Party may notify to the Interim Facility Agent by not less than five (5) Business Days' notice with a

bank in the principal financial centre of the country of that currency (or, in relation to euro, London).

(c) The Interim Facility Agent may with the consent of the Obligors' Agent (or in accordance with Clause 20 (*Set-Off*)) apply any amount received by it for the Borrower in or towards payment (as soon as practicable after receipt) of any amount then due and payable by such Borrower under the Interim Finance Documents or in or towards purchase of any amount of any currency to be so applied.

(d) Each Agent may deduct from any amount received by it for another Party any amount due to such Agent from that other Party but unpaid and apply the amount deducted in payment of the unpaid debt owed to it.

12.2 **Currency of payment**

(a) Subject to paragraphs (b) to (e) (inclusive) below, the Base Currency is the currency of account and payment of any sum due from an Obligor under any Interim Finance Documents shall be made in the Base Currency.

(b) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes were incurred.

(c) Each repayment of an Interim Utilisation or overdue amount or payment of interest thereon shall be made in the currency of the Interim Utilisation or overdue amount.

(d) Each payment under Clauses 10 (*Taxes*) or 11.1 (Increased Costs) shall be made in the currency specified by the Interim Finance Party making the claim (being the currency in which the Tax or losses were incurred).

(e) Any amount expressed in the Interim Finance Documents to be payable in a particular currency shall be paid in that currency.

12.3 **Assumed receipt**

(a) Where an amount is or is required to be paid to the Interim Facility Agent under any Interim Finance Document for the account of another person (the "Payee"), the Interim Facility Agent is not obliged to pay that amount to the Payee until the Interim Facility Agent is satisfied that it has actually received that amount.

(b) If the Interim Facility Agent nonetheless pays that amount to the Payee (which it may do at its discretion) and the Interim Facility Agent had not in fact received that amount, then the Payee will on demand refund that amount to the Interim Facility Agent (together with interest on that amount at the rate determined by the Interim Facility Agent to be equal to the cost to the Interim Facility Agent of funding that amount for the period from payment by the Interim Facility Agent until refund to the Interim Facility Agent of that amount), provided that no Obligor will have any obligation to refund any such amount received from the Interim Facility Agent and paid by it (or on its behalf) to any third party for a purpose set out in Clause 3.3 (*Purpose*).

12.4 **No set-off or counterclaim**

Subject to Clause 10 (*Taxes*) all payments made or to be made by an Obligor under the Interim Finance Documents must be paid in full without (and free and clear of any deduction for) set-off or counterclaim.

12.5 **Business Days**

(a) If any payment would otherwise be due under any Interim Finance Document on a day which is not a Business Day, that payment shall be due on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

(b) During any such extension of the due date for payment of any principal or overdue amount, or any extension of an Interest Period, interest shall accrue and be payable at the rate payable on the original due date.

12.6 **Change in currency**

(a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country:

(i) any reference in any Interim Finance Document to, and any obligations arising under any Interim Finance Document in, the currency of that country shall be translated into, and paid in, the currency or currency unit designated by the Interim Facility Agent (after consultation with the Obligors' Agent); and

(ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank of that country for the conversion of that currency or currency unit into the other, rounded up or down by the Interim Facility Agent (acting reasonably).

(b) If a change in any currency of a country occurs, the Interim Finance Documents will, to the extent the Interim Facility Agent specifies is necessary (acting reasonably and after consultation with the Obligors' Agent), be amended to comply with any generally accepted conventions and market practice in any relevant interbank market and otherwise to reflect the change in currency. The Interim Facility Agent will notify the other Parties to the relevant Interim Finance Documents of any such amendment, which shall be binding on all the Parties.

12.7 **Application of monies**

(a) If the Interim Facility Agent and/or the Interim Security Agent receives a payment that is insufficient to discharge all amounts then due and payable by an Obligor under any Interim Finance Document, the Interim Facility Agent and/or the Interim Security Agent shall apply that payment towards the obligations of such Obligor under the Interim Finance Documents in the following order:

(i) *first*, in payment of that portion of the Interim Liabilities constituting fees, costs, indemnities, and expenses payable to the Agents and the Arrangers in their capacities as such (irrespective of when such amounts were incurred or accrued or whether any such amounts are allowed or allowable in any Insolvency or Liquidation Proceeding) until paid in full;

(ii) *second*, in payment pro rata of any fees, costs, indemnities and expenses of the Interim Finance Parties (irrespective of when such amounts were incurred or accrued or whether any such amounts are allowed or allowable in any Insolvency or Liquidation Proceeding), until paid in full;

(iii) *third*, in payment pro rata of any accrued interest in respect of the Interim Facilities (irrespective of when such amounts were incurred or accrued or whether any such amounts are allowed or allowable in any Insolvency or Liquidation Proceeding), until paid in full;

(iv) *fourth*, (A) in payment *pro rata* of any principal due but unpaid under the Interim Facilities (irrespective of when such amounts were incurred or accrued or whether any such amounts are allowed in any Insolvency or Liquidation Proceeding) and all other Interim Liabilities owing in respect of the Interim Facilities (irrespective of when such amounts were incurred or accrued or whether any such amounts are allowable in any Insolvency or Liquidation Proceeding) and (B) to provide cash cover for any outstanding Bank Guarantees to the extent not otherwise cash covered, ratably among the Interim Finance Parties in proportion to the respective amounts described in this paragraph (iv) payable to them; and

(v) after payment in full of all Interim Liabilities, the balance, if any, in payment to the relevant Obligor or as otherwise required by applicable law.

(b) The Interim Facility Agent and/or the Interim Security Agent shall if directed by all the Interim Lenders, vary the order set out in paragraph (a) above.

(c) Any such application by the Interim Facility Agent and/or the Interim Security Agent will override any appropriation made by an Obligor.

13. FEES AND EXPENSES

13.1 Costs and expenses

The Obligors' Agent shall (or shall procure that another Group Company will) pay to the Interim Facility Agent, within ten (10) Business Days of demand, for the account of the Interim Finance Parties the amount of all reasonable costs and expenses (including legal fees subject to any agreed limits) properly incurred by them or any of their Affiliates in connection with:

(a) the negotiation, preparation, printing, execution and perfection of any Interim Finance Document and other documents contemplated by the Interim Finance Documents executed after the date of this Agreement; and

(b) any amendment, waiver or consent made or granted in connection with the Interim Finance Documents, **provided that** if the Interim Facilities are not drawn no such costs and expenses will be payable (other than legal costs up to a cap separately agreed in writing), other than, in each case, any amounts excluded pursuant to Clause 11.1(b) (*Increased Costs*).

13.2 **Enforcement costs**

The Obligors' Agent shall (or shall procure that another Group Company will) pay to each Interim Finance Party, within five (5) Business Days of demand, the amount of all costs and expenses (including legal fees reasonably incurred) properly incurred by it in connection with the enforcement of, or the preservation of any rights under, any Interim Finance Document and any proceedings instituted by or against the Interim Security Agent as a consequence of taking or holding the Interim Security or enforcing these rights.

13.3 **Amendment costs**

The Obligors' Agent shall (or shall procure that another Group Company will) pay to the Interim Facility Agent, within ten (10) Business Days of demand, all reasonable costs and expenses (including reasonable legal fees) properly incurred by the Interim Facility Agent or Interim Security Agent in connection with responding to, evaluating, negotiating or complying with any amendment, waiver or consent requested or required by the Obligors' Agent, subject always to any limits as agreed between the Obligors' Agent and the Arrangers from time to time.

13.4 **Commitment fee**

(a) The Company shall pay (or procure there is paid) to the Interim Facility Agent for the account of each Interim Revolving Facility Lender, a fee in Sterling of an amount equal to 30 per cent. of the applicable Margin on that Interim Revolving Facility Lender's Available Interim Revolving Facility Commitment under the Interim Revolving Facility for the period commencing on (and including) the Interim Closing Date and ending on the last day of the Interim Revolving Facility Availability Period.

(b) The accrued commitment fee under paragraph (a) above is payable on the last day of the Interim Revolving Facility Availability Period and, if cancelled in full, on the cancelled amount of the relevant Interim Revolving Facility Lender's Interim Revolving Facility Commitment at the time the cancellation is effective.

(c) No commitment fee is payable to the Interim Facility Agent (for the account of an Interim Revolving Facility Lender) on any Available Interim Revolving Facility Commitment of that Interim Revolving Facility Lender for any day on which that Interim Lender is a Defaulting Lender.

(d) No accrued commitment fee shall be payable if the Interim Closing Date does not occur.

13.5 **Other fees**

The Company shall (or shall procure that another Group Company will) pay the Interim Finance Parties' fees in accordance with the Fee Letter and the Interim Agency Fee Letter.

13.6 **Limitations**

Notwithstanding anything to the contrary in any Interim Finance Document (including Clauses 13.1 (*Costs and expenses*) to 13.5 (*Other fees*) above):

(a) no fees, costs, expenses or other amount shall be payable by any Group Company to any Interim Finance Party under any Interim Finance Document if the Interim Closing Date does not occur (save, in the case of legal fees, as otherwise agreed prior to the date of this Agreement);

(b) any demand for reimbursement of costs and expenses incurred by an Interim Finance Party must be accompanied by reasonable details of the amount demanded (including, at the request of the Obligors' Agent, hours worked, rates charged and individuals involved); and

(c) if an Interim Lender assigns or transfers any of its rights, benefits or obligations under the Interim Finance Documents, no Group Company shall be required to pay any fees, costs, expenses or other amounts relating to or arising in connection with that assignment or transfer (including any amounts relating to the perfection or amendment of the Interim Security Documents), except where such assignment or transfer is (A) pursuant to Clause 11.2 (*Mitigation*) or (B) at the request of the Obligors' Agent under Part III (*Replacement of an Interim Lender / Increase*) of Schedule 6 (*Impairment and Replacement of Interim Finance Parties*).

14. INDEMNITIES

14.1 **General indemnity**

The Obligors' Agent will (or shall procure that another Group Company will) indemnify each Interim Finance Party within ten (10) Business Days of demand (which demand must be accompanied by reasonable details and calculations of the amount demanded) against any loss or liability (not including loss of future Margin and/or profit) which that Interim Finance Party incurs as a result of:

(a) the occurrence of any Major Event of Default;

(b) the operation of Clause 19 (Pro Rata Payments);

(c) any failure by any Obligor to pay any amount due under an Interim Finance Document on its due date;

(d) any Interim Loan not being made for any reason (other than as a result of the fraud, default or negligence of that Interim Finance Party) on the Drawdown Date specified in the Drawdown Request requesting that Interim Loan;

(e) any Interim Loan or overdue amount under an Interim Finance Document being repaid or prepaid otherwise than in accordance with a notice of prepayment given by an Obligor or otherwise than on the last day of the then current Interest Period relating to that Interim Loan or overdue amount, other than as a result of that Interim Lender failing to advance its participation pursuant to any Long-term Financing Agreement for the purposes of refinancing the Interim Facilities; or

(f) making arrangements to issue a Bank Guarantee requested by an Obligor in a Bank Guarantee Request but not issued by reason of the operation of any one or more provisions of this Agreement (other than by reason of the fraud, default or negligence of that Interim Finance Party), including any loss on account of funds borrowed, contracted for or utilised to fund any Interim Loan or amount payable under any Interim Finance Document. The indemnities contained in this Clause 14.1 shall not apply to the extent a cost, loss, liability or expense is of a description falling in the categories set out in paragraph (b) of Clause 11.1 (*Increased Costs*) or to any Tax, except any Tax that represents a cost, loss, liability or expense arising from any non-Tax claim.

14.2 **Currency indemnity**

(a) If:

(i) any amount payable by an Obligor under or in connection with any Interim Finance Document is received by any Interim Finance Party (or by an Agent on behalf of any Interim Finance Party) in a currency (the "**Payment Currency**") other than that agreed in the relevant Interim Finance Document (the "**Agreed Currency**"), and the amount produced by such Interim Finance Party converting the Payment Currency so received into the Agreed Currency is less than the required amount of the Agreed Currency; or

(ii) any amount payable by an Obligor under or in connection with any Interim Finance Document has to be converted from the Agreed Currency into another currency for the purpose of making, filing, obtaining or enforcing any claim, proof, order or judgment, that Obligor shall, as an independent obligation, within ten (10) Business Days of demand indemnify the relevant Interim Finance Party for any loss or liability incurred by it as a result of the conversion, **provided that** , if the amount produced or payable as a result of the conversion is greater than the relevant amount due, that Interim Finance Party will promptly refund such excess amount to the relevant Obligor.

(b) Any conversion required will be made at the prevailing rate of exchange on the date and in the market determined by the relevant Interim Finance Party, acting reasonably, as being most appropriate for the conversion. The relevant Obligor

will also, within ten (10) Business Days of demand, pay the reasonable costs of the conversion.

(c) Each Obligor waives any right it may have in any jurisdiction to pay any amount under any Interim Finance Document in a currency other than that in which it is expressed to be payable in that Interim Finance Document.

14.3 **Indemnity to the Interim Facility Agent**

The Obligors' Agent shall (or shall procure that another Group Company will) within ten (10) Business Days of demand (which demand must be accompanied by reasonable details and calculations of the amount demanded), indemnify the Interim Facility Agent against any cost, loss or liability incurred by the Interim Facility Agent (acting reasonably) as a result of:

(a) investigating any event which it reasonably believes is a Major Event of Default (**provided that**, if after doing so it is established that such event is not a Major Event of Default, the cost, loss or liability of investigation shall be for the account of the Interim Lenders); and

(b) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised, except where the cost, loss or liability incurred by the Interim Facility Agent is a result of fraud, wilful misconduct, gross negligence or default of the Interim Facility Agent.

14.4 **Indemnity to the Interim Security Agent**

(a) The Obligors' Agent shall (or shall procure that another Group Company will) within ten (10) Business Days of demand (which demand must be accompanied by reasonable details and calculations of the amount demanded), indemnify the Interim Security Agent and every Receiver and Delegate against any cost, loss or liability incurred by the Interim Security Agent, Receiver or Delegate (acting reasonably) as a result of:

(i) the taking, holding, protection or enforcement of the Interim Security;

(ii) the exercise of any of the rights, powers, discretions and remedies vested in the Interim Security Agent and each Receiver and Delegate by the Interim Finance Documents or by law; and

(iii) any default by any Obligor in the performance of any of the obligations expressed to be assumed by it in the Interim Finance Documents, except where, as the case may be, the cost, loss or liability incurred by the Interim Security Agent, Receiver and/or Delegate is a result of fraud, wilful misconduct, gross negligence or default of the Interim Security Agent, Receiver and/or Delegate.

(b) The Interim Security Agent and, to the extent relevant, each other Interim Finance Party may, in priority to any payment to the Interim Finance Parties, indemnify itself out of the Charged Property over which it holds Interim Security in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this Clause 14.4 and shall have a lien on the Interim Security

held by it and the proceeds of the enforcement of the Interim Security held by it for all moneys payable to it.

14.5 **Acquisition Indemnity for the Interim Security Agent**

(a) The Obligors' Agent shall (or shall procure that another Group Company will) within ten (10) Business Days of demand indemnify and hold harmless the Interim Security Agent and any of their respective Affiliates and any of their directors, officers, agents, advisers and employees (as applicable) (each an "**Indemnified Person**") against any cost, expense, loss, liability (including, except as specified below, reasonably incurred legal fees and limited, in the case of legal fees and expenses, to one counsel to such Indemnified Persons taken as a whole and in the case of a conflict of interest, one additional counsel to the affected Indemnified Persons similarly situated, taken as a whole and, if reasonably necessary one local counsel in any relevant jurisdiction) incurred by or awarded against such Indemnified Person in each case arising out of or in connection with any action, claim, investigation or proceeding (including any action, claim, investigation or proceeding to preserve or enforce rights), commenced or threatened, relating to this Agreement, the Interim Facilities or the Acquisition or the use or proposed use of proceeds of the Interim Facilities (except to the extent such cost, expense, loss or liability resulted (x) directly from fraud, the gross negligence or wilful misconduct of such Indemnified Person or results from such Indemnified Person breaching a term of or any of its obligations under this Agreement, the Interim Finance Documents, the Commitment Documents, or any confidentiality undertaking given by that Indemnified Person or (y) from or relates to any disputes solely among Indemnified Persons and not arising out of any act or omission of the Obligors or any other entity controlled by the Sponsor or a Co-Investor).

(b) If any event occurs in respect of which indemnification may be sought from the Obligors' Agent, the relevant Indemnified Person shall only be indemnified if (where legally permissible to do so and without being under any obligation to so act to the extent that it is not lawfully permitted to do so) it:

(i) notifies the Obligors' Agent in writing within a reasonable time after the relevant Indemnified Person becomes aware of such event and this provision;

(ii) consults with the Obligors' Agent fully and promptly with respect to the conduct of the relevant claim, action or proceeding;

(iii) conducts such claim, action or proceeding properly and diligently; and

(iv) does not settle any such claim, action or proceeding without the Obligors' Agent's prior written consent (such consent not to be unreasonably withheld).

(c) The Indemnified Person shall also be entitled to appoint their own legal counsel in each applicable jurisdiction in respect of any such claim, action or proceeding.

(d) The Contracts (Rights of Third Parties) Act 1999 shall apply to this Clause 14.5 so that each Indemnified Person may rely on it, subject always to the terms of Clause 29.6 (Third party rights) and 30 (Governing Law).

(e) The Interim Finance Parties shall not have any duty or obligation, whether as fiduciary for any Indemnified Person or otherwise, to recover any payment made or required to be made under this Clause 14.5.

(f) Neither (x) any Indemnified Person, nor (y) the Sponsor, any Co-Investor, Holdco, any Group Company or any member of the Target Group (or any of their respective Affiliates), shall be liable for any indirect, special, punitive or consequential losses or damages in connection with its activities related to the Interim Facilities or the Interim Finance Documents.

15. SUBORDINATION

(a) All Subordinated Shareholder Liabilities shall be subordinated and postponed to all Interim Liabilities and any amounts received in respect of the Subordinated Shareholder Liabilities shall be applied in accordance with Clause 12.7 (*Application of monies*).

(b) If paragraph (a) above applies, Holdco will:

(i) pay all payments under or in respect of the Subordinated Shareholder Documents (as relevant) in cash or in kind received by or on behalf of it from any Obligor (or any liquidator, administrator, receiver or similar official of such debtor or its assets) over to the Interim Facility Agent for application in the order set out in Clause 12.7 (*Application of monies*); and

(ii) direct the trustee in bankruptcy, liquidator, administrator, receiver or other person distributing the assets of any Obligor or their proceeds to make payments in respect of the Subordinated Shareholder Documents directly to the Interim Facility Agent until all Interim Liabilities have been paid in full.

(c) To the fullest extent permitted under mandatory provisions of applicable law, and if an Obligor is or becomes the subject of an event referred to in paragraphs 5 or 6 or 7 or 8 of Part III (*Major Events of Default*) of Schedule 5 (*Major Representations, Undertakings and Events of Default*) following an Acceleration Notice, the Interim Security Agent is hereby irrevocably authorised on behalf of Holdco until all Interim Liabilities have been paid in full to:

(i) claim, enforce and prove for liabilities in respect of the Subordinated Shareholder Liabilities owed by each Obligor to Holdco;

(ii) exercise all powers of convening meetings, voting and representation in respect of liabilities in respect of the Subordinated Shareholder Liabilities and the Obligors' Agent under the Subordinated Shareholder

Documents will provide all forms of proxy and of representation requested by the Interim Security Agent for that purpose;

(iii) file claims and proofs, give receipts and take all such proceedings and do all such things as the Interim Security Agent considers reasonably necessary to recover any liabilities in respect of the Subordinated Shareholder Liabilities; and

(iv) receive all distributions in respect of the Subordinated Shareholder Documents for application in accordance with this Agreement,

for which purpose, as between the Interim Facility Agent and Holdco, and with respect to the Subordinated Shareholder Documents, the provisions of Clause 12.7 (*Application of monies*) will apply mutatis mutandis.

16. SECURITY AND GUARANTEE

16.1 Responsibility

The Interim Security Agent is not liable or responsible to any other Interim Finance Party for:

(a) any failure in perfecting or protecting the Security Interest created by any Interim Security Document; or

(b) any other action taken or not taken by it in connection with an Interim Security Document.

16.2 Possession of documents

The Interim Security Agent is not obliged to hold in its own possession any Interim Security Document, title deed or other document in connection with any asset over which a Security Interest is intended to be created by an Interim Security Document. Without prejudice to the above, the Interim Security Agent may allow any bank providing safe custody services or any professional adviser to the Interim Security Agent to retain any of those documents in its possession.

16.3 Investments

Except as otherwise provided in any Interim Security Document, all moneys received by the Interim Security Agent under the Interim Finance Documents may be:

(a) invested in the name of, or under the control of, the Interim Security Agent in any investment for the time being authorised by English law for the investment by trustees of trust money or in any other investments which may be selected by the Interim Security Agent with the consent of the Majority Interim Lenders; or

(b) placed on deposit in the name of, or under the control of, the Interim Security Agent at such bank or institution (including any other Interim Finance Party) and upon such terms as the Interim Security Agent may think fit.

16.4 **Conflict with Interim Security Documents**

If there is any conflict between the provisions of this Agreement and any Interim Security Document with regard to instructions to or other matters affecting the Interim Security Agent, this Agreement will prevail.

16.5 **Enforcement of Interim Security Documents**

(a) The Security Interests granted pursuant to the Interim Security Documents may only be enforced if an Acceleration Notice has been given to an Obligor and remains outstanding.

(b) If the Interim Security is being enforced pursuant to paragraph (a) above, the Interim Security Agent shall enforce the Interim Security in such manner as the Interim Instructing Group shall instruct, or, in the absence of any such instructions, as the Interim Security Agent sees fit.

(c) Subject to Clause 18 (Agents and Arrangers), each Interim Finance Party (other than the Interim Security Agent) agrees not to enforce independently or exercise any rights or powers arising under an Interim Security Document except through the Interim Security Agent and in accordance with the Interim Finance Documents.

16.6 **Release of security**

(a) If:

(i) a disposal to a person or persons outside the Group of any asset over which a Security Interest has been created by any Interim Security Document (a "**Distressed Disposal**") is:

(A) being effected at the request of the Interim Instructing Group in circumstances where any of the security created by the Interim Security Documents has become enforceable; or

(B) being effected by enforcement of the Interim Security Documents; or

(ii) the Interim Liabilities (including, for the avoidance of doubt, all Bank Guarantees) are repaid in full and the Interim Facility Commitments of each Interim Lender have been cancelled and/or terminated in full,

the Interim Security Agent is irrevocably authorised to execute on behalf of each Interim Finance Party, Holdco and the Company (and at the cost of the Obligors' Agent) the releases and disposals referred to in paragraph (b) below.

(b) The releases and other actions referred to in paragraph (a) above are:

(i) any release of any Security Interest created by the Interim Security Documents over that asset; and

(ii) if that asset comprises all of the shares in the capital of any Group Company (or any direct or indirect holding company of any Group Company):

(A) a release of that Group Company and its respective Subsidiaries from all present and future liabilities under the Interim Finance Documents or the Subordinated Shareholder Documents (both actual and contingent and including any liability to any other Group Company under the Interim Finance Documents or the Subordinated Shareholder Documents by way of contribution or indemnity) and a release of all Security Interests granted by that Group Company and its Subsidiaries under the Interim Security Documents; or

(B) in respect of a disposal under paragraph (a)(i) above only, a disposal of all or any part of the present and future liabilities of that Group Company and its respective Subsidiaries under the Interim Finance Documents or the Subordinated Shareholder Documents (both actual and contingent and including any liability to any other Group Company under the Interim Finance Documents or the Subordinated Shareholder Documents by way of contribution or indemnity) owed by that Group Company and its respective Subsidiaries.

(c) If the asset subject to the Distressed Disposal consists of shares in the capital of an Obligor, the Interim Security Agent may release, dispose or transfer:

(i) the Interim Liabilities; or

(ii) the Obligor Liabilities,

owed by that Obligor or Holdco or any Subsidiary of that Obligor or Holdco, in each case on behalf of the relevant Interim Finance Parties and Obligors.

(d) In the case of a Distressed Disposal (or a relevant disposal of Interim Liabilities contemplated by paragraphs (a) or (c) above) effected by or at the request of the Interim Security Agent (acting in accordance with paragraph (f) below), the Interim Security Agent shall take reasonable care to obtain a fair market price in the prevailing market conditions (though the Interim Security Agent shall not have any obligation to postpone any such disposal or disposal of Interim Liabilities in order to achieve a higher price).

(e) Where the borrowing liabilities and obligations an Obligor may have as a principal debtor to an Interim Finance Party under the Interim Finance Documents ("**Borrowing Liabilities**") would otherwise be released pursuant to paragraphs (a) or (c) above, the Interim Finance Party concerned may elect to have those Borrowing Liabilities transferred to the Borrower, in which case the Interim Security Agent is irrevocably authorised (at the cost of the relevant Obligor or the Borrower and without any consent, sanction, authority or further confirmation from any Interim Finance Party or Obligor) to execute such documents as are required to so transfer those Borrowing Liabilities.

(f) In the case of paragraph (i)(A) above, the net cash proceeds of the disposal must be paid, or distributed, to the Interim Security Agent for application in accordance with Clause 17 (*Application of Proceeds*) as if those proceeds were the proceeds of an enforcement of the Interim Security.

(g) If the Interim Instructing Group instruct the Interim Security Agent to effect any of the releases or disposals in circumstances permitted under paragraph (b) above, each Interim Finance Party, Holdco and the relevant Obligor must promptly execute (at the cost of the Obligors' Agent) any document which is reasonably required to achieve that release or disposal. Each Obligor and Holdco irrevocably authorises the Interim Security Agent to promptly execute any such document. Any release will not affect the obligations of any other Group Company under the Interim Finance Documents.

16.7 **Perpetuity period**

If applicable to any trust created in this Agreement, the perpetuity period for that trust is 125 years.

16.8 **Guarantee and indemnity**

The provisions of Schedule 4 (*Guarantee and Indemnity*) are incorporated into this Clause 16 by reference.

17. APPLICATION OF PROCEEDS

17.1 **Order of Application**

(a) All moneys from time to time received or recovered by the Interim Security Agent pursuant to any Interim Finance Document or in connection with the realisation or enforcement of all or any part of the Interim Security shall be held by the Interim Security Agent on trust to apply them at such times as the Interim Security Agent sees fit, to the extent permitted by applicable law, in the following order:

(i) *first*, in payment of that portion of the Interim Liabilities constituting fees, costs, indemnities, and expenses payable to the Agents and the Arrangers in their capacities as such (irrespective of when such amounts were incurred or accrued or whether any such amounts are allowed or allowable in any Insolvency or Liquidation Proceeding) until paid in full;

(ii) *second*, in payment pro rata of any fees, costs, indemnities and expenses of the Interim Facility Lenders and the Issuing Banks (irrespective of when such amounts were incurred or accrued or whether any such amounts are allowed or allowable in any Insolvency or Liquidation Proceeding), until paid in full;

(iii) *third*, in payment pro rata of any accrued interest in respect of the Interim Facilities (irrespective of when such amounts were incurred or accrued or whether any such amounts are allowed or allowable in any Insolvency or Liquidation Proceeding), until paid in full;

(iv) *fourth*, (A) in payment pro rata of any principal due but unpaid under Interim Facilities (irrespective of when such amounts were incurred or accrued or whether any such amounts are allowed in any Insolvency or Liquidation Proceeding) and all other Interim Facility Liabilities owing in respect of the Interim Facilities (irrespective of when such amounts were incurred or accrued or whether any such amounts are allowed or allowable in any Insolvency or Liquidation Proceeding) and (B) to provide cash cover for any outstanding Bank Guarantees to the extent not otherwise cash covered, ratably among the Interim Facility Lenders and the Issuing Banks in proportion to the respective amounts described in this paragraph (iv) payable to them; and

(v) after payment in full of all Interim Liabilities, the balance, if any, in payment to the relevant Obligor or as otherwise required by applicable law.

(b) Each Party irrevocably agrees that this Agreement (including the provisions of this Clause 17.1) constitutes a "subordination agreement" within the meaning of both New York law and Section 510(a) of the Bankruptcy Code (or any similar provision of any other applicable Debtor Relief Law), and that the terms hereof will survive, and will continue in full force and effect, and be binding upon each Party, in any Insolvency or Liquidation Proceeding;

(c) The Interim Facility Agent shall:

(i) if directed by all of the Interim Lenders, vary the order set out in sub-paragraphs (a)(ii) to (a)(iv) inclusive above;

(ii) if directed by all of the Interim Facility Lenders, vary the order set out at sub-paragraphs (a)(ii), (a)(iii) and (a)(iv) inclusive above (as among those payments in respect of that Interim Facility).

(d) Any such application by the Interim Security Agent will override any appropriation made by an Obligor.

17.2 **Investment of Proceeds**

Prior to the application of the proceeds of the Interim Security in accordance with Clause 17.1 (*Order of Application*) the Interim Security Agent may, at its reasonable discretion, hold all or part of those proceeds in an interest bearing suspense or impersonal account(s) in the name of the Interim Security Agent or Interim Facility Agent with any financial institution (including itself) and for so long as the Interim Security Agent thinks fit (the interest being credited to the relevant account) pending the application from time to time of those monies at the Interim Security Agent's discretion in accordance with the provisions of this Clause 17.

17.3 **Currency Conversion**

(a) For the purpose of or pending the discharge of any of the obligations secured pursuant to the Interim Security, the Interim Security Agent may convert any moneys received or recovered by the Interim Security Agent from one currency

to another, at the spot rate at which the Interim Security Agent is able to purchase the currency in which the obligations secured pursuant to the Interim Security are due with the amount received.

(b) The obligations of any Obligor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

17.4 **Permitted Deductions**

The Interim Security Agent shall be entitled:

(a) to set aside by way of reserve amounts required to meet; and

(b) to make and pay, any deductions and withholdings (on account of Tax or otherwise) which it is or may be required by any applicable law to make from any distribution or payment made by it under this Agreement, and to pay all Tax which may be assessed against it in respect of any of the Charged Property, or as a consequence of performing its duties, or by virtue of its capacity as Interim Security Agent under any of the Interim Finance Documents or otherwise (except in connection with its remuneration for performing its duties under this Agreement).

17.5 **Discharge of Secured Obligations**

(a) Any payment to be made in respect of the obligations secured pursuant to the Interim Security by the Interim Security Agent may be made to the Interim Facility Agent on behalf of the Interim Lenders and that payment shall be a good discharge to the extent of that payment, to the Interim Security Agent.

(b) The Interim Security Agent is under no obligation to make payment to the Interim Facility Agent in the same currency as that in which any sum due and payable but unpaid by an Obligor under the Interim Finance Documents is denominated.

17.6 **Sums received by Obligors**

If any of the Obligors receives any sum which, pursuant to any of the Interim Finance Documents, should have been paid to the Interim Security Agent, that sum shall promptly be paid to the Interim Security Agent for application in accordance with this Clause 17.

18. AGENTS AND ARRANGERS

18.1 **Appointment of Agents**

(a) Each Interim Finance Party (other than the relevant Agent) irrevocably authorises and appoints each Agent:

(i) to act as its agent under and in connection with the Interim Finance Documents (and in the case of the Interim Security Agent to act as its trustee for the purposes of the Interim Security Documents) subject to

18.10 (*Role of the Interim Security Agent*) with respect to the Interim Security Documents;

(ii) to execute and deliver such of the Interim Finance Documents and any other document related to the Interim Finance Documents as are expressed to be executed by such Agent;

(iii) to execute for and on its behalf any and all Interim Security Documents and any other agreements related to the Interim Security Documents, including the release of the Interim Security Documents; and

(iv) to perform the duties and to exercise the rights, powers and discretions which are specifically delegated to such Agent by the terms of the Interim Finance Documents, together with all other incidental rights, powers and discretions.

(b) Each Interim Finance Party:

(i) (other than the Interim Facility Agent, the Interim Security Agent and the Arrangers) irrevocably authorises and appoints, severally, each of the Agents and the Arrangers to accept on its behalf the terms of any reliance, non-reliance, hold harmless or engagement letter relating to any report, certificate or letter provided by accountants, auditors or other professional advisers in connection with any of the Interim Finance Documents or any related transactions and to bind such Interim Finance Party in respect of the addressing or reliance or limitation of liability of any person under any such report, certificate or letter; and

(ii) accepts the terms and any limitation of liability or qualification in the reports or any reliance, non-reliance, hold harmless or engagement letter entered into by any of the Agents and/or the Arrangers (whether before or after such Interim Finance Party became a Party) in connection with the Interim Finance Documents.

(c) The relationship between each Agent and the other Interim Finance Parties is that of principal and agent only. Except as specifically provided in the Interim Finance Documents, no Agent shall:

(i) have, or be deemed to have, any obligations to, or trust or fiduciary relationship with, any other Party or other person, other than those for which specific provision is made by the Interim Finance Documents; or

(ii) be bound to account to any other Interim Finance Party for any sum or the profit element of any sum received by it for its own account.

(d) Neither Agent is authorised to act on behalf of an Interim Finance Party in any legal or arbitration proceedings relating to any Interim Finance Document without first obtaining that Interim Finance Party's consent except in any proceedings for the protection, preservation or enforcement of any Interim Security Document otherwise permitted by this Agreement.

18.2 **Agents' duties**

(a) Each Agent will only have those duties which are expressly specified in the Interim Finance Documents. The duties of the Agents are solely of a mechanical and administrative nature.

(b) Each Agent shall promptly send to each other Interim Finance Party a copy of each notice or document delivered to that Agent by an Obligor for that Interim Finance Party under any Interim Finance Document.

(c) Each Agent shall, subject to any terms of this Agreement which require the consent of all the Interim Lenders or of any particular Interim Finance Party:

(i) act or refrain from acting in accordance with any instructions from the Majority Interim Lenders and any such instructions shall be binding on all the Interim Finance Parties; and

(ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with the instructions of the Majority Interim Lenders.

(d) In the absence of any such instructions from the Majority Interim Lenders (or if required all Interim Lenders), each Agent may act or refrain from acting as it considers to be in the best interests of the Interim Lenders and any such action (or omission) shall be binding on all Interim Finance Parties.

18.3 **Agents' rights**

Each Agent may:

(a) act under the Interim Finance Documents by or through its personnel, delegates or agents (and any indemnity given to, or received by, an Agent under this Agreement extends also to its personnel, delegates or agents who may rely on this provision);

(b) except as expressly provided to the contrary in any Interim Finance Document, refrain from exercising any right, power or discretion vested in it under the Interim Finance Documents until it has received instructions from the Majority Interim Lenders or, where relevant, all the Interim Lenders;

(c) unless it has received notice to the contrary in accordance with this Agreement, treat the Interim Lender which makes available any portion of an Interim Loan as the person entitled to repayment of that portion (and any interest, fees or other amounts in relation thereto);

(d) notwithstanding any other term of an Interim Finance Document, refrain from doing anything (including disclosing any information to any Interim Finance Party or other person) which would or might in its opinion breach any law, regulation, court judgment or order or any confidentiality obligation, or otherwise render it liable to any person, and it may do anything which is in its opinion necessary to comply with any such law, regulation, judgment, order or obligation;

(e) assume that no Major Event of Default has occurred, unless it has received notice from another Party stating that a Major Event of Default has occurred and giving details of such Major Event of Default;

(f) refrain from acting in accordance with the instructions of the Majority Interim Lenders or all the Interim Lenders until it has been indemnified and/or secured to its satisfaction against all costs, losses or liabilities (including legal fees and any associated VAT) which it may sustain or incur as a result of so acting;

(g) rely on any notice or document believed by it to be genuine and correct and assume that (i) any notice or document has been correctly and appropriately authorised and given and (ii) any notice or request made by the Obligors' Agent is made on behalf of and with the consent and knowledge of all the Obligors;

(h) rely on any statement made by any person regarding any matter which might reasonably be expected to be within such person's knowledge or power to verify;

(i) engage, obtain, rely on and pay for any legal, accounting or other expert advice or services which may seem necessary to it (including, in the case of the Interim Facility Agent, in connection with determining any consent level required to effect any amendment, waiver or consent in respect of an Interim Finance Document in accordance with Clause 28 (Amendments and Waivers));

(j) at any time, and it shall if instructed by the Majority Interim Lenders, convene a meeting of the Interim Lenders;

(k) accept without enquiry (and has no obligation to check) any title which any Obligor may have to any asset intended to be the subject of any Security Interest to be created by the Interim Security Documents; and

(l) deposit any title deeds, transfer documents, share certificates, Interim Security Documents or any other documents in connection with any of the assets charged by the Interim Security Documents with any bank or financial institution or any company whose business includes undertaking the safe custody of deeds or documents or with any lawyer or firm of lawyers or other professional advisers (each, a "**custodian**") and it shall not be responsible or liable for or be required to insure against any loss incurred in connection with any such deposit or the misconduct or default of any such custodian and it may pay all amounts required to be paid on account or in relation to any such deposit.

18.4 **Exoneration of the Arrangers and the Agents**

Neither the Arrangers nor the Agents are:

(a) responsible for, or responsible for checking, the adequacy, accuracy or completeness of:

(i) any representation, warranty, statement or information (written or oral) made in or given in connection with any report, any Interim Finance Document or any notice or document delivered in connection with any Interim Finance Document or the transactions contemplated thereby; or

(ii) any notice, accounts or other document delivered under any Interim Finance Document (irrespective of whether the relevant Agent forwards that notice, those accounts or other documents to another Party);

(b) responsible for the validity, legality, adequacy, accuracy, completeness, enforceability, admissibility in evidence or performance of any Interim Finance Document or any agreement or document entered into or delivered in connection therewith;

(c) under any obligation or duty either initially or on a continuing basis to provide any Interim Finance Party with any credit, financial or other information relating to an Obligor or any other Group Company or any member of the Target Group or any risks arising in connection with any Interim Finance Document, except as expressly specified in this Agreement;

(d) obliged to monitor or enquire as to the occurrence or continuation of a Major Event of Default;

(e) deemed to have knowledge of the occurrence of a Major Event of Default unless it has received notice from another Party stating that a Major Event of Default has occurred and giving details of such Major Event of Default;

(f) responsible for any failure of any Party duly and punctually to observe and perform their respective obligations under any Interim Finance Document;

(g) responsible for the consequences of relying on the advice of any professional advisers selected by it in connection with any Interim Finance Document;

(h) responsible for any shortfall which arises on the enforcement or realisation of the Interim Security;

(i) liable for acting (or refraining from acting) in what it believes to be in the best interests of the Interim Finance Parties in circumstances where it has not been given instructions by the Interim Lenders or the Majority Interim Lenders (as the case may be);

(j) liable to any Interim Finance Party for anything done or not done by it under or in connection with any Interim Finance Document and any other agreement, arrangement or documents entered into, made or executed in anticipation of, under or in connection with any Interim Finance Document, save to the extent directly caused by its own fraud, negligence or wilful misconduct; or

(k) under any obligation to enquire into or check the title of any Obligor to, or to insure, any assets or property or any interest therein which is or is purported to be subject to any Security Interest constituted, created or evidenced by any Interim Security Document.

18.5 **The Arrangers and the Agents individually**

(a) If it is an Interim Lender, each of the Arrangers and Agents has the same rights and powers under the Interim Finance Documents as any other Interim Lender

and may exercise those rights and powers as if it were not also acting as an Arranger or an Agent.

(b) Each of the Agents and the Arrangers may:

(i) retain for its own benefit and without liability to account to any other person any fee, profit or other amount received by it for its own account under or in connection with the Interim Finance Documents or any of the activities referred to in paragraph (ii) below; and

(ii) accept deposits from, lend money to, provide any advisory, trust or other services to or engage in any kind of banking or other business with the Obligors' Agent or any other Group Company (or Affiliate of the Obligors' Agent or any other Group Company) or other Party (and, in each case, may do so without liability to account to any other person).

(c) Except as otherwise expressly provided in this Agreement, no Arranger in its capacity as such has any obligation or duty of any kind to any other Party under or in connection with any Interim Finance Document.

18.6 **Communications and information**

(a) All communications to the Obligors' Agent (or any Affiliate of the Obligors' Agent) under or in connection with the Interim Finance Documents are, unless otherwise specified in the relevant Interim Finance Document, to be made by or through the Interim Facility Agent. Each Interim Finance Party will notify the Interim Facility Agent of, and provide the Interim Facility Agent with a copy of, any communication between that Interim Finance Party and the Obligors' Agent (or Affiliate of the Obligors' Agent) on any matter concerning the Interim Facility or the Interim Finance Documents.

(b) No Agent will be obliged to transmit to or notify any other Interim Finance Party of any information relating to any Party which that Agent has or may acquire otherwise than in connection with the Interim Facility or the Interim Finance Documents.

(c) In acting as agent for the Interim Lenders, each Agent's agency division will be treated as a separate entity from any of its other divisions or department (the "**Other Divisions**"). Any information relating to any Group Company acquired by any of the Other Divisions of an Agent or which in the opinion of that Agent is acquired by it otherwise than in its capacity as Agent under the Interim Finance Documents may be treated by it as confidential and will not be treated as information available to the other Interim Finance Parties.

18.7 **Non-reliance**

(a) Each other Interim Finance Party confirms that it has made (and will continue to make) its own independent investigation and appraisal of the assets, business, financial condition and creditworthiness of the Group and the Target Group and of any risks arising under or in connection with any Interim Finance Document, and has not relied, and will not at any time rely, on any Arranger or any Agent:

(i) to assess the adequacy, accuracy or completeness of any information (whether oral or written) provided by or on behalf of the Obligors' Agent or any Group Company or any member of the Target Group under or in connection with any Interim Finance Document (whether or not that information has been or is at any time circulated to it by an Arranger or an Agent), or any document delivered pursuant thereto, including any contained in the Reports or the transactions contemplated thereby;

(ii) to assess whether that Interim Finance Party has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Interim Finance Document;

(iii) to assess the assets, business, financial condition or creditworthiness of an Obligor, any Group Company, the Target Group or any other person; or

(iv) to assess the validity, legality, adequacy, accuracy, completeness, enforceability or admissibility in evidence of any Transaction Document or any document delivered pursuant thereto.

(b) This Clause 18.7 is without prejudice to the responsibility of each Obligor for the information supplied by it or on its behalf under or in connection with the Interim Finance Documents and each Obligor remains responsible for all such information.

(c) No Party (other than the relevant Agent) may take any proceedings against any officer, delegate, employee or agent of an Agent in respect of any claim it may have against that Agent or in respect of any act or omission by that officer, delegate, employee or agent in connection with any Interim Finance Document. Any officer, delegate, employee or agent of an Agent may rely on this Clause 18.7 in accordance with the Contracts (Rights of Third Parties) Act 1999.

(d) No Agent will be liable for any delay (or any related consequences) in crediting an account with an amount required under the Interim Finance Documents to be paid by that Agent if that Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by that Agent for that purpose.

18.8 **Know your customer**

Nothing in this Agreement shall oblige any Agent or any Arranger to carry out know your customer or other checks in relation to any person on behalf of any Interim Lender and each Interim Lender confirms to the Agents and the Arrangers that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agents or the Arrangers.

18.9 **Agents' indemnity**

(a) Each Interim Lender shall on demand indemnify each Agent for its share of any cost, loss or liability incurred by the relevant Agent in acting, or in connection

with its role, as Agent under the Interim Finance Documents, except to the extent that the cost, loss or liability is incurred as a result of the relevant Agent's fraud, negligence or wilful misconduct.

(b) An Interim Lender's share of any such loss or liability shall be the proportion which:

(i) that Interim Lender's participation in the outstanding Interim Loan bears to the outstanding Interim Loan at the time of demand; or

(ii) if there is no outstanding Interim Loan at that time, that Interim Lender's Interim Facility Commitment bears to the Total Interim Facility Commitments at that time; or

(iii) if the Total Interim Facility Commitments have been cancelled, that Interim Lender's Interim Facility Commitment bore to the Total Interim Facility Commitments immediately before being cancelled.

(c) To the extent required by any applicable laws, any Agent may withhold from any payment to any Interim Lender an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any other governmental authority asserts a claim that any Agent did not properly withhold Tax from amounts paid to or for the account of any Interim Lender for any reason (including because the appropriate documentation was not delivered or was not properly executed or because such Interim Lender failed to notify the Agent of a change in circumstance which rendered an exemption from, or reduction of, withholding Tax ineffective), such Interim Lender shall indemnify the Agent fully, within 10 days after demand therefor, for all amounts paid, directly or indirectly, by the Agent as Tax or otherwise, including any penalties, additions to Tax or interest and together with all expenses (including legal expenses, allocated internal costs and out-of-pocket expenses) incurred, whether or not such Tax was correctly or legally imposed or asserted by the relevant governmental authority. A certificate as to the amount of such payment or liability delivered to any Interim Lender by the Agent shall be conclusive absent manifest error. Each Interim Lender hereby authorizes each Agent to set off and apply any and all amounts at any time owing to such Interim Lender under this Agreement, any other Interim Finance Document or otherwise against any amount due the Agent under this Clause 18.9(c). The agreements in this Clause 18.9(c) shall survive the resignation and/or replacement of any Agent, any assignment of rights by, or the replacement of, an Interim Lender and the repayment, satisfaction or discharge of all other obligations under any Interim Finance Document. For the avoidance of doubt, the term "Interim Lender" shall, for purposes of this Clause 18.9(c), include any Issuing Bank. For the avoidance of doubt and notwithstanding any other provision of any Interim Finance Document, no Obligor shall be required to reimburse or indemnify an Interim Lender in respect of any amounts due under this Clause 18.9(c).

(d) The provisions of this Clause 18.9 are without prejudice to any obligations of an Obligor to indemnify the Agents under the Interim Finance Documents.

18.10 **Role of the Interim Security Agent**

(a) The Interim Security Agent declares that it shall hold the Interim Security on trust for itself and the other Interim Finance Parties on the terms contained in this Agreement and shall administer the Interim Security Documents for itself and the other Interim Finance Parties and will apply all payments and other benefits received by it under the Interim Security Documents in accordance with the Interim Finance Documents.

(b) Each of the Parties agrees that the Interim Security Agent shall have only those duties, obligations and responsibilities expressly specified in this Agreement or in the Interim Security Documents to which the Interim Security Agent is expressed to be a party (and no others shall be implied).

(c) Each Interim Finance Party hereby authorises the Interim Security Agent (whether or not by or through employees or agents):

(i) to exercise such rights, remedies, powers and discretions as are specifically delegated to or conferred upon the Interim Security Agent under the Interim Security Document together with such powers and discretions as are reasonably incidental thereto; and

(ii) to take such action on its behalf as may from time to time be authorised under or in accordance with the Interim Security Documents;

(d) Each Interim Finance Party hereby ratifies and approves all acts and declarations previously done by the Interim Security Agent on such Interim Finance Party's behalf.

(e) The Interim Security Agent shall not be liable for any failure, omission or defect in registering, protecting or perfecting any Security Interest constituted, created or evidenced by any Interim Security Document.

(f) The Interim Security Agent has no duty or obligation to require the deposit with it of, or to hold, any title deeds, share certificates, transfer documents or other documents in connection with any asset charged or encumbered or purported to be charged or encumbered under any Interim Security Document.

(g) Each Interim Finance Party confirms its approval of each Interim Security Document and authorises and directs the Interim Security Agent (by itself or by such person(s) as it may nominate) to execute and enforce the same as trustee (or agent) or as otherwise provided.

(h) It is agreed that, in relation to any jurisdiction the courts of which would not recognise or give effect to the trust expressed to be created by this Agreement, the relationship of the Interim Finance Parties to the Interim Security Agent shall be construed as one of principal and agent but, to the extent permissible under the laws of such jurisdiction, that all the other provisions of this Agreement shall have full force and effect between the parties hereto.

18.11 **Resignation of an Agent**

(a) At any time after the Certain Funds Period, an Agent may resign and appoint one of its Affiliates acting through an office in the United Kingdom or any other

jurisdiction agreed by the Company as successor by giving notice to the Interim Lenders and the Company.

(b) Alternatively, at any time after the Certain Funds Period an Agent may resign by giving thirty (30) days' notice to the Interim Lenders and the Company, in which case the Majority Interim Lenders (after consultation with the Company) may appoint a successor Agent (acting through an office in the United Kingdom or any other jurisdiction agreed by the Company).

(c) If the Majority Interim Lenders have not appointed a successor Agent in accordance with paragraph (b) above within twenty (20) days after notice of resignation was given, the retiring Agent (after consultation with the Company) may appoint a successor Agent (acting through an office in the United Kingdom or any other jurisdiction agreed by the Company).

(d) The retiring Agent shall, at its own cost:

(i) make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Interim Finance Documents; and

(ii) in the case of the Interim Security Agent, enter into and deliver to the successor Interim Security Agent those documents and effect any registrations as may be required for the transfer or assignment of all of its rights and benefits under the Interim Finance Documents to the successor Interim Security Agent.

(e) Each Obligor must, at its own reasonable cost, take any action and enter into and deliver any document which is reasonably required by a retiring Interim Security Agent to ensure that an Interim Security Document provides for effective and perfected Security Interests in favour of any successor Interim Security Agent.

(f) The Agent's resignation notice shall only take effect upon (i) the appointment of a successor and (ii) the transfer of all of the Interim Security to that successor.

(g) Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Interim Finance Documents but shall remain entitled to the benefit of this Clause 18 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

19. PRO RATA PAYMENTS

19.1 Recoveries

Subject to Clause 19.3 (*Exceptions to sharing*), if any amount owing by any Obligor under any Interim Finance Document to an Interim Lender (the "**Recovering Interim Lender**") is discharged by payment, set-off or any other manner other than through the

Interim Facility Agent in accordance with Clause 12 (*Payments*) (the amount so discharged being a "**Recovery**"), then:

(a) within three (3) Business Days of receipt of the Recovery, the Recovering Interim Lender shall notify details of such Recovery to the Interim Facility Agent;

(b) the Interim Facility Agent shall determine whether the amount of the Recovery is in excess of the amount which such Recovering Interim Lender should have received had such amount been paid to the Interim Facility Agent under Clause 12 (*Payments*) without taking account of any Tax which would have been imposed on the Interim Facility Agent in relation to the Recovery (any such excess amount being the "**Excess Recovery**");

(c) within three (3) Business Days of demand, the Recovering Interim Lender shall pay to the Interim Facility Agent an amount equal to the Excess Recovery;

(d) the Interim Facility Agent shall treat that payment as if it was a payment made by the relevant Obligor to the Interim Lenders under Clause 12 (*Payments*) and distribute it to the Interim Lenders (other than the Recovering Interim Lender) accordingly; and

(e) on a distribution by the Interim Facility Agent under paragraph (d) above of any payment received by a Recovering Interim Lender from an Obligor as between the relevant Obligor and the Recovering Interim Lender, the amount of the Excess Recovery shall be treated as not having been paid and (without double counting) that Obligor will owe the Recovering Interim Lender a debt (immediately due and payable) in an amount equal to the Excess Recovery.

19.2 **Notification of Recovery**

If any Recovery has to be wholly or partly refunded by the Recovering Interim Lender after it has paid any amount to the Interim Facility Agent under paragraph (c) of Clause 19.1 (*Recoveries*), each Interim Lender to which any part of the Excess Recovery (or amount in respect of it) was distributed will, on request from the Recovering Interim Lender, pay to the Recovering Interim Lender that Interim Lender's pro rata share of the amount (including any related interest) which has to be refunded by the Recovering Interim Lender.

19.3 **Exceptions to sharing**

Notwithstanding Clause 19.1 (*Recoveries*), no Recovering Interim Lender will be obliged to pay any amount to the Interim Facility Agent or any other Interim Lender in respect of any Recovery:

(a) if it would not (after that payment) have a valid claim against an Obligor under paragraph (e) of Clause 19.1 (*Recoveries*) in an amount equal to the Excess Recovery; or

(b) which it receives as a result of legal proceedings taken by it to recover any amounts owing to it under the Interim Finance Documents, which proceedings have been notified to the other Interim Finance Parties and where the Interim

Lender concerned had a right and opportunity to, but does not, either join in those proceedings or promptly after receiving notice commence and diligently pursue separate proceedings to enforce its rights in the same or another court.

19.4 **No security**

The provisions of this Clause 19 shall not constitute a charge by any Interim Lender over all or any part of any amount received or recovered by it under any of the circumstances mentioned in this Clause 19.

20. SET-OFF

If a Major Event of Default has occurred and is continuing, an Interim Finance Party may set off any matured obligation (to the extent beneficially owned by the Interim Finance Party) due and payable by an Obligor to it under an Interim Finance Document against any matured obligation due and payable by it to that Obligor, regardless of currency, place of payment or booking branch of either obligation. The relevant Interim Finance Party may convert either obligation at a market rate of exchange in its ordinary course of business in order to effect such set-off.

21. NOTICES

21.1 **Mode of service**

(a) Any notice, demand, consent or other communication (a "**Notice**") made under or in connection with any Interim Finance Document must be in writing and made by letter, email or any other electronic communication approved by the Interim Facility Agent or otherwise permitted pursuant to the terms of this Agreement.

(b) An electronic communication will be treated as being in writing for the purposes of this Agreement.

(c) The address and email address of each Party (and person for whose attention the Notice is to be sent) for the purposes of Notices given under or in connection with the Interim Finance Documents are:

(i) in the case of any person which is a Party on the date of this Agreement, the address and email address set out beneath its name in the signature pages to this Agreement;

(ii) in the case of any other Interim Finance Party, the address and email address notified in writing by that Interim Finance Party for this purpose to the Interim Facility Agent on or before the date it becomes a Party; or

(iii) any other address and/or email address notified in writing by that Party for this purpose to the Interim Facility Agent (or in the case of the Interim Facility Agent, notified by the Interim Facility Agent to the other Parties) by not less than five (5) Business Days' notice.

(d) Any Notice given to an Agent will be effective only:

(i) if it is marked for the attention of the department or officer specified by that Agent for receipt of Notices; and

(ii) subject to paragraph (b) of Clause 21.2 (*Deemed service*) below, when actually received by that Agent.

21.2 **Deemed service**

(a) Subject to paragraph (b) below, a Notice will be deemed to be given as follows:

(i) if by letter or delivered personally, when delivered;

(ii) if by email or any other electronic communication, when received in legible form; and

(iii) if by posting to an electronic website, at the time of notification to the relevant recipient of such posting or (if later) the time when the recipient was given access to such website.

(b) A Notice given in accordance with paragraph (a) above but received on a day that is not a Business Day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

21.3 **Electronic communication**

(a) Any communication to be made between the Interim Facility Agent and an Interim Lender under or in connection with the Interim Finance Documents may be made by unencrypted electronic mail or other electronic means, if the Interim Facility Agent and the relevant Interim Lender:

(i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;

(ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and

(iii) notify each other of any change to their address or any other such information supplied by them.

(b) Any electronic communication made between the Interim Facility Agent and an Interim Lender will be effective only when actually received in readable form and in the case of any electronic communication made by an Interim Lender to the Interim Facility Agent only if it is addressed in such a manner as the Interim Facility Agent shall specify for this purpose.

21.4 **Language**

(a) Any Notice must be in English.

(b) All other documents provided under or in connection with any Interim Finance Document must be:

(i) in English; or

(ii) if not in English, accompanied by a certified English translation, in which case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

21.5 **Personal liability**

No personal liability shall attach to any director, manager, officer, employee or other individual signing a certificate or other document on behalf of a Group Company which proves to be incorrect in any way, unless that individual acted fraudulently in giving that certificate or other document, in which case, any liability will be determined in accordance with applicable law.

22. CONFIDENTIALITY

(a) Each Interim Finance Party will keep the Interim Finance Documents and any information supplied to it by or on behalf of any Group Company under the Interim Finance Documents confidential, **provided that** it may disclose any such document or information to any person:

(i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Interim Finance Documents and to any of that person's Affiliates, Related Funds, representatives and professional advisers on a confidential basis (**provided that** such person has first entered into a Confidentiality Undertaking agreeing to keep such Interim Finance Document or other document or information confidential or are in any event subject to confidentiality obligations as a matter of law or professional practice);

(ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Interim Finance Documents and/or one or more Obligors and to any of that person's Affiliates, Related Funds, representatives and professional advisers on a confidential basis (**provided that** such person has first entered into a Confidentiality Undertaking agreeing to keep such Interim Finance Document or other document or information confidential or are in any event subject to confidentiality obligations as a matter of law or professional practice);

(iii) which is publicly available (other than by virtue of a breach of this Clause 22);

(iv) if and to the extent required by law or regulation or court of competent jurisdiction or at the request of an administrative authority (including any tax or bank supervisory authority) or if required by the rules of any relevant stock exchange;

(v) to its officers, directors, employees, professional advisers, auditors, partners and representatives in connection with the transactions contemplated hereby, on an as needed and confidential basis;

(vi) to any direct or indirect Holding Company of any Obligor or Holdco, any Party or any Group Company;

(vii) to the extent reasonably necessary in connection with any legal or arbitration proceedings to which it is a party;

(viii) for the purpose of obtaining any consent, making any filing, registration or notarisation or paying any stamp or registration tax or fee in connection with any of the Interim Finance Documents;

(ix) with the agreement of the Obligors' Agent; and/or

(x) to any Affiliate (and any of its or their officers, directors, employees, professional advisers, auditors, partners and representatives) in connection with the transactions contemplated hereby, on an as needed and confidential basis.

(b) This Clause 22 replaces any previous confidentiality undertaking given by any Interim Finance Party in connection with this Agreement prior to it becoming a Party.

(c) For reasons of technical practicality, electronic communication may be sent in unencrypted form, even if the content may be subject to confidentiality and banking secrecy.

23. KNOW YOUR CUSTOMER REQUIREMENTS

(a) If:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;

(ii) any change in the status of the Obligors or the composition of the shareholders of the Obligors after the date of this Agreement; or

(iii) a proposed assignment or transfer by an Interim Lender of any of its rights and/or obligations under this Agreement to a party that is not an Interim Lender prior to such assignment or transfer, obliges the Interim Facility Agent or any Interim Lender (or, in the case of paragraph (a)(i) of Clause 22 (*Confidentiality*) above, any prospective New Interim Lender) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, the Obligors must promptly on the request of any Interim Finance Party supply to that Interim Finance Party any documentation or other evidence which is reasonably requested by that Interim Finance Party (whether for itself, on behalf of any Interim Finance Party or any prospective New Interim Lender) to enable an

Interim Finance Party or prospective New Interim Lender to complete all applicable know your customer requirements.

24. REPRESENTATIONS, UNDERTAKINGS AND EVENTS OF DEFAULT

24.1 Representations

The Company and Holdco acknowledge that each Interim Finance Party is relying on the representations and warranties made by it.

Major Representations

(a) The Company and Holdco makes the representations and warranties stated in Part I (*Major Representations*) of Schedule 5 (*Major Representations, Undertakings and Events of Default*) in respect of itself only to each Interim Finance Party on the date of this Agreement, the date of each Drawdown Request, each Drawdown Date and the first day of each Interest Period, in each case by reference to the facts and circumstances existing at the relevant time.

Outbound Investment Rules

(b) The Company and Holdco represent that neither Holdco, the Company nor any of its subsidiaries is a 'covered foreign person' as that term is used in the Outbound Investment Rules. Neither Holdco, Company nor any of its subsidiaries currently engages, or has any present intention to engage in the future, directly or indirectly, in (i) a "covered activity" or a "covered transaction", as each such term is defined in the Outbound Investment Rules, (ii) any activity or transaction that would constitute a "covered activity" or a "covered transaction", as each such term is defined in the Outbound Investment Rules, if Holdco or the Company were a U.S. Person or (iii) any other activity that would cause any of the Interim Finance Parties to be in violation of the Outbound Investment Rules or cause any of the Interim Finance Parties to be legally prohibited by the Outbound Investment Rules from performing under any Interim Finance Documents.

24.2 Undertakings

Major Undertakings

(a) The Company agrees to be bound by the Major Undertakings relating to it set out in Part II (*Major Undertakings*) of Schedule 5 (*Major Representations, Undertakings and Events of Default*) only.

(b) Holdco agrees to be bound by the Major Undertaking set out in sub-paragraph (a) of paragraph 4 (*Disposals*) of Part II (Major Undertakings) of Schedule 5 (Major Representations, Undertakings and Events of Default).

Anti-Corruption and Sanctions

(c) The Company and Holdco shall conduct their businesses in compliance with applicable Anti- Corruption Laws and applicable Sanctions.

(d) The Company and Holdco will procure that, so far as it is able, any director, officer, agent, employee or person acting on behalf of the Company and Topco, is not a Sanctioned Person and does not act on behalf of a Sanctioned Person.

(e) The Company and Holdco shall:

(i) not wilfully and directly or, to the best of its knowledge, indirectly use any revenue or benefit derived from any activity or dealing with a Sanctioned Person in discharging any obligation due or owing to the Interim Lenders; and

(ii) to the extent permitted by law as soon as reasonably practicable after becoming aware of them supply to the Interim Facility Agent reasonable details of any claim, action or suit that is formally commenced against it with respect to applicable Sanctions by any Sanctions Authority.

(f) The Company and Holdco shall not directly or, to the best of its knowledge, indirectly use or permit or authorise any other person to make payments from all or any part of the proceeds of the Interim Facilities for the purpose of lending, contributing or otherwise making available such proceeds:

(i) to, or for the benefit of, any Sanctioned Person;

(ii) to any Sanctioned Country in breach of applicable Sanctions; or

(iii) in any other manner that would cause the Company or Holdco to breach any applicable Sanctions; or

(iv) to any person in violation of any applicable Anti-Corruption Laws.

(g) This Clause 24.2 shall not be interpreted or applied in relation to it, any Holding Company, any other Obligor, any Group Company or any Interim Finance Party to the extent that the obligations under this Clause would violate or expose such entity or any directors, officer or employee thereof to any liability under any anti-boycott or blocking law, regulation or statute that is in force from time to time in the European Union (and/or any of its member states) or the United Kingdom that are applicable to such entity (including EU Regulation (EC) 2271/96).

<u>The Offer and the Scheme</u>

(h) The Company shall:

(i) ensure that the Offer Documents or, if applicable, the Scheme Document are substantially consistent in all material respects with the terms of the relevant Announcement, together with any amendments or other changes which are permitted under sub-paragraph (a) of paragraph 8 (*Offer/Scheme*) of Part II (*Major Undertakings*) of Schedule 5 (*Major Representations, Undertakings and Events of Default*);

(ii) promptly following any reasonable written request from the Interim Facility Agent after the date of the first public Announcement:

(A) provide to the Interim Facility Agent a copy of the Scheme Document or (as the case may be) the Offer Documents dispatched (to the extent such document has been dispatched) to the shareholders of the Target by or on behalf of the Company; and

(B) keep the Interim Facility Agent informed as to any material developments in relation to the Acquisition and give the Interim Facility Agent reasonable details as to the current level of acceptances for any Offer, except to the extent, in each case, the Company is prevented from doing so by any Applicable Securities Laws or the Panel or any other relevant regulator and at all times subject to the availability of the relevant information and all applicable confidentiality, regulatory, legal or other restrictions relating to the supply of such information; and

(iii) not make, and shall procure that no other member of the Group makes, any public statement which refers to the Interim Finance Documents or the financing of the Scheme or the Offer without the consent of the Majority Interim Lenders, except as required by any Applicable Securities Laws, the Panel or any other relevant regulator or any applicable law or regulation,

provided that, notwithstanding any of the above provisions, in the event that:

(A) the Company has issued a Scheme Document, nothing in this Agreement shall prevent the Company from subsequently proceeding with an Offer, provided that, except as permitted by sub-paragraph (b) of paragraph 8 (*Offer/Scheme*) of Part II (*Major Undertakings*) of Schedule 5 (*Major Representations, Undertakings and Events of Default*), the terms and conditions contained in the relevant Offer Documents include an Acceptance Condition of no lower than the Minimum Acceptance Condition; and

(B) the Company has issued an Offer Document, nothing in this Agreement shall prevent the Company from subsequently proceeding with a Scheme;

Squeeze-Out and Re-registration

(i) The Company shall:

(i) if the Acquisition is being effected by way of an Offer, upon becoming entitled to do so, use all reasonable efforts to promptly (and in any event within the maximum time period prescribed for such actions) complete a Squeeze-Out; and

(ii) (if the Acquisition is being effected by way of the Scheme) within sixty (60) days of the Scheme Effective Date or (if the Acquisition is being effected by way of an Offer) within sixty (60) days of the later of (A)

the Interim Closing Date and (B) the date upon which the Company (directly or indirectly) owns shares in the Target (excluding any shares held in treasury) which, when aggregated with all other shares in the Target owned directly or indirectly by the Company, represent not less than seventy-five (75) per cent. of the voting rights attributable to the capital of the Target which are then exercisable at a general meeting of the Target,

and in each applicable case, use all reasonable endeavours to procure that such action as is necessary is taken to procure (except to the extent prevented by, and subject always to, any Applicable Securities Laws, the Panel or any other relevant regulator) that the Target is re-registered as a private limited company.

Outbound Investment Rules

(j) The Company and Holdco will not, and will not permit any of its subsidiaries to, (a) be or become a "covered foreign person", as that term is defined in the Outbound Investment Rules, or (b) engage, directly or indirectly, in (i) a "covered activity" or a "covered transaction", as each such term is defined in the Outbound Investment Rules, (ii) any activity or transaction that would constitute a "covered activity" or a "covered transaction", as each such term is defined in the Outbound Investment Rules, if the Company or Holdco were a U.S. Person or (iii) any other activity that would cause any of the Interim Finance Parties to be in violation of the Outbound Investment Rules or cause any of the Interim Finance Parties to be legally prohibited by the Outbound Investment Rules from performing under the Interim Finance Documents.

25. CHANGES TO PARTIES

25.1 No transfers by the Obligors

The Obligors may not assign, novate or transfer all or any part of their rights and obligations under any Interim Finance Documents.

25.2 Transfers by Interim Lenders

(a) Subject to paragraphs (b) and (c) below, an Interim Lender (an "**Existing Interim Lender**") may assign any of its rights or benefits, or transfer by novation or sub-participate any of its rights or benefits and obligations under or by reference to any Interim Finance Document to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (a "**New Interim Lender**").

(b) Subject to paragraph (c) below, any assignment, transfer, sub-participation or other syndication of any rights, benefits and/or obligations under or by reference to the Interim Finance Documents by an Interim Lender shall:

(i) on or prior to the end of the Certain Funds Period, require the prior written consent of the Obligors' Agent (in its sole and absolute discretion); and

(ii) after the end of the Certain Funds Period, require the prior written consent of the Obligors' Agent (not to be unreasonably withheld) unless:

(A) such assignment, transfer or sub-participation is to another Interim Lender or an Affiliate of an Interim Lender; or

(B) made at a time when a Major Event of Default under paragraph 1 (*Payment default*), paragraph 5 (*Insolvency*) or paragraph 6 (*Insolvency Proceedings*) of (*Major Events of Default*) of Schedule 5 (*Major Representations, Undertakings and Events of Default*) has occurred and is continuing,

provided that the Company is informed at least ten (10) Business Days in advance of the proposed date of such assignment, transfer or sub-participation (or other similar arrangement) and **provided further that**, in all cases (and regardless of whether a Major Event of Default has occurred and is continuing), no assignment, transfer or sub-participation (or other similar arrangement) shall be made to any of the following persons (or any of their Affiliates) unless the prior written consent of the Company (in its sole discretion) is obtained:

(1) an Industry Competitor;

(2) any person that is (or would, upon becoming an Interim Lender, be) a Defaulting Lender;

(3) a Non-Consenting Lender;

(4) a Loan to Own/Distressed Investor; or

(5) solely in relation to the Interim Revolving Facility, a person which is not a deposit taking financial institution which is authorised by a financial services regulator and holds a minimum long term credit rating equal to or better than BBB or Baa2 (as applicable) according to at least two of Standard & Poor's Rating Services, Moody's Investor Services Limited and Fitch Ratings Ltd.

(c) Following the expiry of the Certain Funds Period only, an Interim Finance Party may sub-participate or enter into other back-to-back arrangements with any person to the extent that:

(i) such sub-participation or other arrangement shall not reduce the Interim Facility Commitments or other obligations of any Interim Finance Party with respect to any of the Interim Facilities and each Interim Finance Party shall remain liable to fund the full amount of its commitments under the Interim Facilities;

(ii) such sub-participation or other arrangement is entered into with any person other than a person to whom an Interim Lender would not be

permitted to transfer commitments to under paragraph (b)(ii)(A) or (b)(ii)(B) above; and

(iii) each Interim Finance Party retains exclusive control over all rights and obligations in relation to its Interim Facility Commitments and the Interim Facilities, including all rights in relation to waivers, consents, modifications, amendments and confirmations as to satisfaction of the requirement to receive all of the documents and other evidence listed in Schedule 3 (*Conditions Precedent*) (for the avoidance of doubt, free of any agreement or understanding pursuant to which it is required to or will consult with any other person in relation to the exercise of any such rights and/or obligations). For the avoidance of doubt, an Interim Lender shall not be required to inform the Obligor's Agent of any sub-participation entered into under this paragraph (iii).

(d) The Obligors' Agent may require the Interim Finance Parties to provide information in reasonable detail regarding the identities and participations of each of the Interim Lenders and any sub-participants as soon as reasonably practicable after receipt of such request, **provided that** an Interim Lender shall not be required to disclose the identity of a sub-participant if that Interim Lender retains exclusive control over all rights and obligations in relation to the commitments that are the subject of the relevant sub-participation, including all voting rights (for the avoidance of doubt, free of any agreement or understanding pursuant to which it is required to or will consult with any other person in relation to the exercise of any such rights and/or obligations).

(e) Each New Interim Lender, by executing the relevant Transfer Certificate or Assignment Agreement, confirms, for the avoidance of doubt, that the Interim Facility Agent has authority to execute on its behalf any consent, release, waiver or amendment that has been approved by the applicable Existing Interim Lender in accordance with this Agreement on or prior to the date on which the transfer or assignment becomes effective in accordance with this Agreement and that it is bound by that agreement or consent to the same extent as the Existing Interim Lender would have been had it remained an Interim Lender.

(f) Notwithstanding any other provision in this Clause 25, if prior to the end of the Certain Funds Period, an Existing Interim Lender transfers or assigns any of its rights and obligations under any Interim Finance Document in accordance with this Clause 25 (unless the Company (in its sole and absolute discretion) expressly agrees otherwise in writing), it shall remain on risk and liable to fund any amount which any New Interim Lender (or subsequent New Interim Lender), following such transfer of rights and obligations in accordance with this Clause 25, is obliged to fund on the Interim Closing Date, but has failed to fund on that date, as if such transfer never occurred.

(g) Notwithstanding any other provision of this Agreement, no Obligor or other Group Company shall be liable to any other Party (by way of reimbursement, indemnity or otherwise) for any stamp, transfer or registration taxes, notarial and security registration or perfection fees, costs or other amounts payable by any Party in connection with any re- taking, re-notarisation, perfection, presentation, novation, re-registration of any Interim Security or otherwise in

connection with any assignment, transfer, sub-participation or other back-to-back arrangement.

(h) Unless the Company agrees otherwise, if any assignment, transfer or sub-participation is carried out in breach of this Clause 25.2 the transferee, assignee or sub-participant shall be disenfranchised from voting. Any Interim Lender purporting to assign, transfer or sub- participation in breach of this Clause 25.2 shall be automatically excluded from participating in any vote and Interim Lender's participation, Interim Facility Commitments and vote (as the case may be) shall not be included (or as applicable, required) in calculations of the Total Interim Facility Commitments or otherwise when ascertaining whether the approval of the Majority Interim Lenders, Super Majority Interim Lenders, all Interim Lenders or any other class of Interim Lenders (as applicable) has been obtained with respect to a request for a consent or agreement.

(i) If an Existing Interim Lender has consented to a waiver or amendment under any Interim Finance Document, then the relevant New Interim Lender shall be deemed to have consented to that waiver or amendment.

(j) Any reference in this Agreement to an Interim Lender includes a New Interim Lender but excludes an Interim Lender if no amount is or may become owed to it under this Agreement.

(k) Unless the Interim Facility Agent agrees otherwise and excluding an assignment or transfer:

(i) to an Affiliate of an Interim Lender; or

(ii) to a Related Fund,

the New Interim Lender shall, on or before the date upon which an assignment or transfer to it takes effect pursuant to this Clause 25, pay to the Interim Facility Agent (for its own account) a fee of £3,500.

25.3 **Preservation of security**

In the event of a transfer, assignment, novation or amendment of the rights and/or the obligations under this Agreement and any other Interim Finance Documents, all security interests, guarantees and privileges created under or in connection with the Interim Finance Documents shall automatically and without any formality be preserved for the benefit of the Interim Security Agent, the New Interim Lender and the other Interim Finance Parties.

25.4 **Limitation of responsibility of Existing Interim Lenders**

(a) Unless expressly agreed to the contrary, an Existing Interim Lender makes no representation or warranty and assumes no responsibility to a New Interim Lender for:

(i) the legality, validity, effectiveness, adequacy or enforceability of the Transaction Documents, the Interim Security or any other documents;

(ii) the financial condition of any Obligor;

(iii) the performance and observance by any Group Company of its obligations under the Transaction Documents or any other documents; or

(iv) the accuracy of any statements (whether written or oral) made in or in connection with any Transaction Document or any other document,

and any representations or warranties implied by law are excluded.

(b) Each New Interim Lender confirms to the Existing Interim Lender and the other Interim Finance Parties that it:

(i) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of each Obligor and its Related Funds in connection with its participation in this Agreement and has not relied exclusively on any information provided to it by the Existing Interim Lender or any other Interim Finance Party in connection with any Transaction Document or the Interim Security; and

(ii) will continue to make its own independent appraisal of the creditworthiness of each Obligor and its Related Funds whilst any amount is or may be outstanding under the Interim Finance Documents or any Interim Facility Commitment is in force.

(c) Subject to paragraphs (b) and (f) of Clause 25.2, nothing in any Interim Finance Document obliges an Existing Interim Lender to:

(i) accept a re-transfer or re-assignment from a New Interim Lender of any of the rights and obligations assigned or transferred under this Clause 25; or

(ii) support any losses directly or indirectly incurred by the New Interim Lender by reason of the non-performance by any Obligor of its obligations under the Transaction Documents or otherwise.

25.5 **Procedure for transfer**

(a) Subject to the conditions set out in paragraph (b) of Clause 25.2 (*Transfers by Interim Lenders*), a transfer is effected in accordance with paragraph (c) below when the Interim Facility Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Interim Lender and the New Interim Lender. The Interim Facility Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate.

(b) The Interim Facility Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Interim Lender and the New Interim Lender once it is satisfied it has complied with all necessary "know your

customer" or similar checks under all applicable laws and regulations in relation to the transfer to such New Interim Lender.

(c) On the Transfer Date:

(i) subject to paragraphs (b) and (f) of Clause 25.2, to the extent that in the Transfer Certificate the Existing Interim Lender seeks to transfer by novation its rights and obligations under the Interim Finance Documents and in respect of the Interim Security each of the Obligors and the Existing Interim Lender shall be released from further obligations towards one another under the Interim Finance Documents and in respect of the Interim Security and their respective rights against one another under the Interim Finance Documents and in respect of the Interim Security shall be cancelled (being the "**Discharged Rights and Obligations**");

(ii) each of the Obligors and the New Interim Lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Obligor or other Group Company and the New Interim Lender have assumed and/or acquired the same in place of that Obligor and the Existing Interim Lender;

(iii) the Interim Facility Agent, the Arrangers, the Interim Security Agent, the New Interim Lender and the other Interim Lenders shall acquire the same rights and assume the same obligations between themselves and in respect of the Interim Security as they would have acquired and assumed had the New Interim Lender been an Effective Date Interim Lender with the rights and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Interim Facility Agent, the Arrangers, the Interim Security Agent and, subject to paragraph (b) of Clause 25.2, the Existing Interim Lender shall each be released from further obligations to each other under the Interim Finance Documents; and

(iv) the New Interim Lender shall become a Party as an "Interim Lender".

(d) If any assignment, transfer, sub-participation or other syndication of any rights, benefits and/or obligations under or by reference to the Interim Finance Documents in accordance with Clause 25.2 (*Transfers by Interim Lenders*) is executed in breach of the provisions contemplated in this Clause 25, such assignment, transfer or sub- participation, shall be void and deemed not to have occurred.

25.6 **Procedure for assignment**

(a) Subject to the condition set out in paragraph (b) of Clause 25.2 (*Transfers by Interim Lenders*), an assignment may be effected in accordance with paragraph (c) below when the Interim Facility Agent executes an otherwise duly completed Assignment Agreement delivered to it by the Existing Interim Lender and the New Interim Lender. The Interim Facility Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a

duly completed Assignment Agreement appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Assignment Agreement.

(b) The Interim Facility Agent shall only be obliged to execute an Assignment Agreement delivered to it by the Existing Interim Lender and the New Interim Lender once it is satisfied it has complied with all necessary "know your customer" or similar checks under all applicable laws and regulations in relation to the assignment to such New Interim Lender.

(c) On the Transfer Date:

(i) the Existing Interim Lender will assign absolutely to the New Interim Lender its rights under the Interim Finance Documents and in respect of the Interim Security expressed to be the subject of the assignment in the Assignment Agreement;

(ii) subject to paragraphs (b) and (f) of Clause 25.2, the Existing Interim Lender will be released from the obligations (the "Relevant Obligations") expressed to be the subject of the release in the Assignment Agreement (and any corresponding obligations by which it is bound in respect of the Interim Security);

(iii) the New Interim Lender shall become a Party as an "Interim Lender" and will be bound by obligations equivalent to the Relevant Obligations; and

(iv) if the assignment relates only to part of the Existing Interim Lender's share in the outstanding Interim Loans, the assigned part will be separated from the Existing Interim Lender's share in the outstanding Interim Loans, made an independent debt and assigned to the New Interim Lender as a whole debt.

25.7 **Register**

(a) The Interim Facility Agent, acting for this purpose as the agent of the Obligors, shall maintain at its address:

(i) each Transfer Certificate referred to in Clause 25.5 (*Procedure for transfer*) and each Assignment Agreement referred to in Clause 25.6 (*Procedure for assignment*) and each Increase Confirmation delivered to and accepted by it; and

(ii) with respect to each Interim Loan, a register for the recording of the names and addresses of the Interim Lenders and the Interim Facility Commitment of, and principal amount (and related interest) owing to, each Interim Lender from time to time (the "**Register**") under such Interim Loan, which may be kept in electronic form.

(b) The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Obligors, the Interim Facility Agent and the Interim Lenders shall treat each person whose name is recorded in the Register

as an Interim Lender hereunder for all purposes of this Agreement notwithstanding notice to the contrary. The Interim Facility Agent shall provide each Obligor with a copy of the Register within five (5) Business Days of request.

(c) Each Party irrevocably authorises the Interim Facility Agent to make the relevant entry in the Register (and which the Interim Facility Agent shall do promptly) on its behalf for the purposes of this Clause 25.7 without any further consent of, or consultation with, such Party.

(d) The Interim Facility Agent shall, upon request by an Existing Interim Lender (as defined in paragraph (a) of Clause 25.2 (Transfers by Interim Lenders)) or a New Interim Lender, confirm to that Existing Interim Lender or New Interim Lender whether a transfer or assignment from that Existing Interim Lender or (as the case may be) to that New Interim Lender has been recorded on the Register (including details of the Interim Facility Commitment of that Existing Interim Lender or New Interim Lender in each such Interim Loan).

(e) Each Interim Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register (outside of the United Kingdom) on which it enters the name and address of each participant and the principal amounts (and stated interest) of each participant's interest in the Loans or other obligations under Interim Finance Documents (the "Participant Register"); provided that no Interim Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any participant or any information relating to a participant's interest in any commitments, loans, letters of credit or its other obligations under any Interim Finance Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Interim Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

25.8 **Copy of Transfer Certificate or Assignment Agreement to Obligors' Agent**

The Interim Facility Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate or an Assignment Agreement, send a copy of that Transfer Certificate or Assignment Agreement to the Obligors' Agent.

25.9 **Increased costs**

If:

(a) an Interim Lender assigns, transfers, sub-participates or otherwise disposes of any of its rights or obligations under the Interim Finance Documents or changes its Facility Office or lending office or branch; and

(b) as a result of circumstances existing at the date the assignment, transfer, sub-participation or other change occurs, an Obligor would be obliged to make a payment or increased payment to the New Interim Lender or Interim Lender acting through its new office, branch or Facility Office under Clause 10 (*Taxes*) or Clause 11.1 (*Increased Costs*),

then the New Interim Lender, Interim Lender or Interim Lender acting through its new office, branch or Facility Office (as appropriate) is not entitled to receive a payment under Clause 10 (*Taxes*) or Clause 11.1 (*Increased Costs*) to the extent such payment would be greater than the payment that would have been made to the Existing Interim Lender or Interim Lender acting through its previous office, branch or Facility Office had the assignment, transfer, sub-participation or other change not occurred.

26. IMPAIRMENT AND REPLACEMENT OF INTERIM FINANCE PARTIES

The provisions of Schedule 6 (*Impairment and Replacement of Interim Finance Parties*) are incorporated into this Clause 26 by reference.

27. CONDUCT OF BUSINESS BY THE INTERIM FINANCE PARTIES

No provision of this Agreement will:

(a) interfere with the right of any Interim Finance Party to arrange its affairs (Tax or otherwise) in whatever manner it thinks fit;

(b) oblige any Interim Finance Party to investigate or claim any credit, relief, remission or repayment available to it or to the extent, order and manner of any claim; or

(c) oblige any Interim Finance Party to disclose any information relating to its affairs (Tax or otherwise) or any computations in respect of Tax.

28. AMENDMENTS AND WAIVERS

28.1 Required consents

(a) Subject to Clause 28.2 (*Exceptions*), any term of the Interim Finance Documents may be amended or waived only with the consent of the Majority Interim Lenders and the Obligors' Agent and any such amendment or waiver will be binding on all Parties.

(b) The Interim Facility Agent may effect, on behalf of any Interim Finance Party, any amendment or waiver permitted by this Clause 28.

28.2 Exceptions

(a) An amendment or waiver that has the effect of changing or which relates to:

(i) the definitions of Minimum Acceptance Condition, Majority Interim Lenders or Super Majority Interim Lenders;

(ii) Clause 5 (*Nature of an Interim Finance Party's Rights and Obligations*), Clause 19 (*Pro Rata Payments*) or Clause 25 (*Changes to Parties*);

(iii) the order of priority or subordination under Clause 15 (*Subordination*);

(iv) the nature or scope of:

(A) the Interim Security; or

(B) the manner in which the proceeds of enforcement of the Interim Security are distributed;

(v) any provision which expressly requires the consent of all of the Interim Lenders; or

(vi) this Clause 28,

shall not be made without the prior consent of all the Interim Lenders.

(b) An amendment or waiver that has the effect of changing or relates to:

(i) an extension to the availability periods referred to herein or the date of payment of any amount under any Interim Finance Document;

(ii) a reduction in the Margin or the amount of any payment to be made under any Interim Finance Document;

(iii) an increase in or an extension of any Interim Facility Commitment; or

(iv) a change in currency of payment of any amount under the Interim Finance Documents,

shall only require the consent of each Interim Lender that is participating in that extension, reduction, increase or change.

(c) An amendment or waiver which relates to the rights or obligations of the Interim Facility Agent, the Arrangers or the Interim Security Agent may not be effected without the consent of the Interim Facility Agent, the Arrangers or the Interim Security Agent, as applicable.

(d) Without prejudice to the Interim Facility Agent's right to seek instruction from the Interim Lenders from time to time, this Agreement and any other Interim Finance Document may be amended solely with the consent of the Interim Facility Agent and the Obligors' Agent without the need to obtain the consent of any other Interim Lender if such amendment is effected in order:

(i) to correct or cure ambiguities, errors, omissions, defects;

(ii) to effect administrative changes of a technical or immaterial nature; or

(iii) to fix incorrect cross references or similar inaccuracies in this Agreement or the applicable Interim Finance Document.

(e) A release of all or substantially all of the Interim Security (other than as permitted under this Agreement or any other Interim Finance Document) shall not be made without the prior consent of the Super Majority Interim Lenders.

28.3 **Excluded Commitment**

If an Interim Lender does not either unconditionally accept or reject a request from a Group Company (or the Interim Facility Agent on behalf of that Group Company) for any consent or agreement in relation to a release, waiver or amendment of any provisions of the Interim Finance Documents or other vote of Interim Lenders under the terms of the Interim Finance Documents within ten (10) Business Days (or any other period of time specified by that Group Company but, if shorter than ten (10) Business Days, as agreed by the Interim Facility Agent) of the date of such request being made, then, in each case, that Interim Lender shall (at the option of the Company, in its sole and absolute discretion):

(a) be automatically excluded from participating in that vote and its participations, Interim Facility Commitments and vote (as the case may be) shall not be included (or, as applicable, required) with the Total Interim Facility Commitments or otherwise when ascertaining whether the approval of Majority Interim Lenders, all Interim Lenders, or any other class of Interim Lenders (as applicable) has been obtained with respect to that request for a consent or agreement and its status as an Interim Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Interim Lenders has been obtained to approve the request; or

(b) be deemed (other than for the purposes of determining any consent fee or similar arrangement) to have given its consent or agreement to such request and such consent or agreement shall be irrevocably deemed to have been received by the Interim Facility Agent, and such consent or agreement shall be irrevocable and binding on such Interim Lender and any permitted transferee, assignee and/or counterparty to a sub-participation.

28.4 **Disenfranchisement of Restricted Finance Parties**

Insofar as any amendment, waiver, determination, declaration, decision (including a decision to accelerate) or direction (each a "**Relevant Measure**") in respect of the Sanctions Provisions concerns, is referred to or otherwise relates to any Sanctions, Sanctioned Country and/or Sanctioned Persons, a Restricted Finance Party may in its absolute discretion (but shall be under no obligation to) notify in writing to the Interim Facility Agent that it does have, in the given circumstances, the benefit of the provision in respect of which the Relevant Measure is sought. The Interim Facility Commitments of each Interim Lender that is a Restricted Finance Party that has not notified the Interim Facility Agent to that effect under this paragraph and the vote of any other Restricted Finance Party which would be required to vote in accordance with the provisions of this Agreement and that has not notified the Interim Facility Agent to that effect under this paragraph will be excluded for the purpose of determining whether the consent of the requisite Interim Finance Parties to approve such Relevant Measure has been obtained or whether the Relevant Measure by the requisite Interim Finance Parties has been made.

29. MISCELLANEOUS

29.1 Partial invalidity

If any provision of the Interim Finance Documents is or becomes illegal, invalid or unenforceable in any jurisdiction that shall not affect the legality, validity or enforceability in that jurisdiction of any other term of the Interim Finance Documents or the legality, validity or enforceability in other jurisdictions of that or any other term of the Interim Finance Documents.

29.2 Counterparts

This Agreement may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of a signed counterpart of this Agreement by email attachment or telecopy shall be an effective mode of delivery.

29.3 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of any Interim Finance Party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

29.4 Complete agreement

The Interim Finance Documents contain the complete agreement between the Parties on the matters to which they relate and may not be amended except in accordance with their terms.

29.5 No representations by Interim Finance Parties

No Interim Finance Party is liable to any Obligor for any representation or warranty that is not set out in the Interim Finance Documents, except for one made fraudulently by such Interim Finance Party.

29.6 Third party rights

(a) Unless expressly provided to the contrary in an Interim Finance Document, a person who is not a party to an Interim Finance Document may not rely on or enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

(b) Notwithstanding any term of any Interim Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

30. GOVERNING LAW

This Agreement (and any non-contractual obligations arising out of or in relation to this Agreement), and any dispute or proceeding (whether contractual or non-contractual) arising out of or relating to this Agreement, shall be governed by English law.

31. JURISDICTION

31.1 Submission to jurisdiction

For the benefit of each Interim Finance Party, the Company and Holdco, each agree that the courts of England have exclusive jurisdiction to hear, decide and settle any dispute or proceedings arising out of or relating to this Agreement (including as to existence, validity or termination) and for the purpose of enforcement or any judgment against its assets, Holdco and the Company each irrevocably submits to the jurisdiction of the English courts.

31.2 Forum

The Company and Holdco each:

(a) agree that the courts of England are the most appropriate and convenient courts to settle any dispute and waive any objection to the courts of England on grounds of inconvenient forum or otherwise; and

(b) agree that a judgment or order of an English court in connection with a dispute is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

31.3 Specific performance

Each Interim Finance Party acknowledges and agrees that:

(a) the Company and Holdco may be irreparably harmed by a breach of any term of the Interim Finance Documents and damages may not be an adequate remedy; and

(b) the Company and Holdco may be granted an injunction or specific performance for any threatened or actual breach of any term of the Interim Finance Documents.

31.4 Service of process

(a) Without prejudice to any other mode of service allowed under any relevant law, each Obligor (other than an Obligor incorporated in England and Wales) and Holdco:

(i) irrevocably appoints the Company as its agent for service of process in relation to any proceedings before the English courts in connection with any Interim Finance Document; and

(ii) agrees that failure by an agent for service of process to notify the relevant Obligor or Holdco of the process will not invalidate the proceedings concerned.

(b) If any person appointed as agent for service of process is unable for any reason to act as agent for service of process, the Obligors' Agent (on behalf of all the Obligors) or Holdco must promptly (and in any event within ten (10) Business

Days of such event taking place) appoint another agent on terms acceptable to the Interim Facility Agent (acting reasonably and in good faith). Failing this, the Interim Facility Agent may appoint another agent for this purpose.

31.5 **Bail-in**

(a) Notwithstanding any other term of any Interim Finance Document or any other agreement, arrangement or understanding between the Parties, each Party acknowledges and accepts that any liability of any Party to any other Party under or in connection with the Interim Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

(i) any Bail-In Action in relation to any such liability, including (without limitation):

(A) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;

(B) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and

(C) a cancellation of any such liability; and

(ii) a variation of any term of any Interim Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

(b) For the purposes of this Clause 31.5:

"**Article 55 BRRD**" means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

"**Bail-In Action**" means the exercise of any Write-down and Conversion Powers.

"**Bail-In Legislation**" means:

(i) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time;

(ii) in relation to any state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation; and

(iii) in relation to the United Kingdom, the UK Bail-in Legislation.

"**EEA Member Country**" means any Member State, Iceland, Liechtenstein and Norway.

"**EU Bail-In Legislation Schedule**" means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

"**Resolution Authority**" means any body which has authority to exercise any Write-down and Conversion Powers.

"**UK Bail-In Legislation**" means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

"**Write-down and Conversion Powers**" means:

(i) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule;

(ii) in relation to any other applicable Bail-In Legislation other than the UK Bail- In Legislation:

(A) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and

(B) any similar or analogous powers under that Bail-In Legislation; and

(iii) in relation to the UK Bail-In Legislation, any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any

obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers.

32. ACKNOWLEDGEMENT REGARDING ANY SUPPORTING QFCS

32.1 Acknowledgement

Notwithstanding any other term of any Interim Finance Document or any other agreement, arrangement or understanding between the Parties, to the extent that any Interim Finance Document provides support, through a guarantee, Security Interest or otherwise, for or any agreement or instrument that is a QFC (any such support, "QFC Credit Support" and any such QFC, a "Supported QFC"), each Party acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "US Special Resolution Regimes") in respect of such Supported QFC and such QFC Credit Support (with the provisions below applicable notwithstanding that any Interim Finance Document or any Supported QFC may in fact be stated to be governed by the laws of the US or any other state of the US):

(a) in the event a Covered Entity that is party to a Supported QFC (each, a " Covered Party ") becomes subject to a proceeding under a US Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC or such QFC Credit Support, and any right in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the US Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the US or a state of the US; and

(b) in the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a US Special Resolution Regime, Default Rights under any Interim Finance Document that may otherwise apply to such Supported QFC or such QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the US Special Resolution Regime if such Supported QFC and each Interim Finance Document were governed by the laws of the US or a state of the US. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall not affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

32.2 Definitions

In this Clause 32:

"**BHC Act Affiliate**" means, in respect of a person, its "affiliate" (as that term is defined in, and interpreted in accordance with, 12 United States Code 1841(k)).

"**Covered Entity**" means any of the following:

(a) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 Code of Federal Regulations § 252.82(b);

(b) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 Code of Federal Regulations § 47.3(b); or

(c) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 Code of Federal Regulations § 382.2(b).

"**Default Right**" has the meaning given to that term in, and shall be interpreted in accordance with, 12 Code of Federal Regulations §§ 252.81, 47.2 or 382.1, as applicable.

"**QFC**" has the meaning given to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 United States Code 5390(c)(8)(D).

33. USA PATRIOT ACT NOTICE

Each Interim Lender hereby notifies each other party hereto that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "**Patriot Act**") and the requirements of 31 C.F.R. § 1010.230 (the "**Beneficial Ownership Regulation**"), each Interim Lender is required to obtain, verify and record information that identifies the Borrower and any Guarantors, which information includes the name, address, tax identification number and other information regarding the Borrower and the Guarantors that will allow such Interim Lender to identify the Borrower and the Guarantors in accordance with the Patriot Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the Patriot Act and is effective as to each Interim Lender.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

SCHEDULE 1

Definitions and Interpretation

PART I: Definitions

"**Acceleration Notice**" has the meaning given to that term in paragraph (a)(ii) of Clause 7.1 (*Repayment*).

"**Acceptance Condition**" means, in relation to an Offer, a condition such that the Offer may not be declared unconditional as to acceptances until the Company has received acceptances in respect of a certain percentage or number of shares in the Target.

"**Acquisition**" means the direct or indirect acquisition of the Target Shares by the Company pursuant to a Scheme and/or an Offer and, if applicable, a Squeeze-Out, or any other acquisition of Target Shares by the Company or other payments in connection therewith, related to or in lieu of such acquisition (including any contribution and/or transfer of Target Shares to the Company by the Equity Investors or an Affiliate of the Equity Investors and/or any acquisition of Target Shares over the stock exchange, in the open market or via any other trading platform).

"**Acquisition Documents**" means the Announcement, the Scheme Document, the Offer Documents and any other document designated in writing as an Acquisition Document by the Obligors' Agent.

"**Acquisition Long Stop Date**" means:

(a) if the Acquisition is intended to be completed pursuant to a Scheme, the date falling six (6) weeks after the Initial Long Stop Date; or

(b) if the Acquisition is intended to be completed pursuant to an Offer, the date falling eight (8) weeks after the Initial Long Stop Date.

"**Affiliate**" means:

(a) in relation to any person other than an Interim Finance Party, a Subsidiary or a Holding Company of that person or any other Subsidiary of that Holding Company;

(b) in relation to any Interim Finance Party other than a fund, any other person directly or indirectly controlling, controlled by, or under direct or indirect common control with, that Interim Finance Party; or

(c) in relation to any Interim Finance Party which is a fund, any other fund which is advised or managed by the same investment adviser or an Affiliate of that investment adviser.

"**Agent**" means the Interim Facility Agent or the Interim Security Agent, as the context requires and Agents means both of them taken together.

"**Amendment and Restatement Agreement**" means the amendment and restatement agreement dated ___ October 2026 between, among others, the Company and the Interim Facility Agent.

"**Announcement**" means any press release made by or on behalf of the Company announcing a firm intention to implement a Scheme or, as the case may be, make an Offer, in each case in accordance with Rule 2.7 of the Takeover Code.

"**Anti-Corruption Laws**" means all laws of any jurisdiction applicable to an Obligor from time to time concerning or relating to anti-bribery, anti-money laundering or anti-corruption (including the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977, each as amended from time to time).

"**Applicable Securities Laws**" means the Takeover Code, the Companies Act, the rules of the London Stock Exchange or any other applicable stock exchange and any other applicable law, rule, regulation or requirement, in each case relating to the Acquisition, the Scheme or the Offer.

"**Approved Currency**" means US Dollars, EUR and any other currency agreed between the Interim Revolving Facility Lenders (each acting reasonably) and the Company.

"**Assignment Agreement**" means an agreement substantially in the form set out in Schedule 8 (*Form of Assignment Agreement*) or any other form agreed between the relevant assignor and assignee.

"**Available Interim Revolving Facility Commitment**" means, in relation to the Interim Revolving Facility, an Interim Revolving Facility Lender's Interim Revolving Facility Commitment minus (subject to the provisions below):

(a) the Base Currency Amount of its participation in any outstanding Interim Utilisations under that Interim Revolving Facility; and

(b) in relation to any proposed Interim Utilisation under that Interim Revolving Facility, the Base Currency Amount of its participation in any other Interim Utilisations that are due to be made under that Interim Revolving Facility on or before the proposed Drawdown Date.

For the purposes of calculating a Lender's Available Interim Revolving Facility Commitment in relation to any proposed Interim Utilisation under the Interim Revolving Facility only, an Interim Revolving Facility Lender's participation in any Interim Utilisations that are due to be repaid or prepaid on or before the proposed Drawdown Date shall not be deducted from that Interim Revolving Facility Lender's Interim Revolving Facility Commitment.

"**Bank Guarantee**" means with respect to the Interim Revolving Facility:

(a) a letter of credit, substantially in the form set out in Schedule 10 (*Form of Bank Guarantee*) or in any other form requested by an Obligor and consented to by the Issuing Bank in respect of that Bank Guarantee (such consent not to be unreasonably withheld or delayed); or

(b) any other guarantee, bond, indemnity, letter of credit, documentary or like credit or any other instrument of suretyship or payment, issued, undertaken or made by the relevant Issuing Bank in a form requested by an Obligor and consented to by the Issuing Bank in respect of such Bank Guarantee (such consent not to be unreasonably withheld or delayed).

"**Bank Guarantee Request**" means a signed notice requesting a Bank Guarantee substantially in the form set out in Part II (*Bank Guarantee Request*) of Schedule 2 (*Form of Drawdown* Request).

"**Bank Levy**" means any amount payable by any Interim Lender or any of its Affiliates on the basis of or in relation to its balance sheet or capital base or any part of that person or its liabilities or minimum regulatory capital or any combination thereof, pursuant to the UK bank levy as set out in the Finance Act 2011 (as amended), the French taxe bancaire de risque systémique as set out in Article 235 ter ZE of the French Code Général des impôts, the French taxe pour le financement du fonds de soutien aux collectivités territoriales as set out by Article 235 ter ZE bis of the French Code Général des impôts, the German bank levy as set out in the German Restructuring Fund Act 2010 (*Restrukturierungsfondsgesetz*) (as amended), the Dutch bankenbelasting as set out in the bank levy act (*Wet bankenbelasting*), the Swedish bank levy as set out in the Swedish Act on State Support to Credit Institutions (*Sw. lag (2008:814) lag om statligt stöd till kreditinstitut*), or the Spanish bank levy (*Impuesto sobre los Depósitos en las Entidades de Crédito*) as set out in the Law 16/2012 of 27 December 2012 and any other levy or tax in any jurisdiction levied on a similar basis or for a similar purpose or any financial activities taxes (or other taxes) of a kind contemplated in the European Commission consultation paper on financial sector taxation dated 22 February 2011 or the Single Resolution Mechanism established by EU Regulation 806/2014 of 15 July 2014 or any bank surcharge or banking corporation tax surcharge as set out in Chapter 4 of Part 7A of the United Kingdom Corporation Tax Act 2010.

"**Bankruptcy Code**" means Title 11 of the United States Code, as the same may be amended, modified or supplemented from time to time.

"**Base Currency**" means:

(a) in relation to the Interim Term Facility, Sterling; and

(b) in relation to the Interim Revolving Facility, Sterling.

"**Base Currency Amount**" means, in relation to any Interim Utilisation for any amount in the Base Currency, the amount specified in the Drawdown Request or, as applicable, Bank Guarantee Request for that Interim Utilisation (or, if the amount requested is an Interim Revolving Facility Utilisation that is not denominated in the Base Currency, that amount converted into the Base Currency at the Interim Facility Agent's Spot Rate of Exchange on the date which is three (3) Business Days before the Drawdown Date or, if later, on the date the Interim Facility Agent receives the Drawdown Request or, as applicable, Bank Guarantee Request), as adjusted to reflect any repayment or prepayment under this Agreement.

"**Borrower DTTP Filing**" means an HM Revenue & Customs' Form DTTP2, duly completed and filed by the Company, which contains the scheme reference number and jurisdiction of tax residence stated in this Agreement or in the relevant Transfer Certificate, Assignment Agreement or Increase Confirmation (as applicable), and which is filed with HM Revenue & Customs within 30 days of the date of the first Interim Utilisation or, in the case of a New Interim Lender or an Increase Lender, within 30 days of the relevant Transfer Date or the date on which the relevant increase takes effect.

"**Benchmark Rate Change**" has the meaning given to that term in paragraph (b) of Clause 8.6 (*Replacement of Screen Rate*).

"**Break Costs**" has the meaning given to that term in paragraph (h) of Clause 8.3 (*Payment of interest*).

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London and New York, and:

(a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency;

(b) (in relation to any date for payment or purchase of euro) any TARGET Day; or

(c) (in relation to any date for payment or purchase of Sterling, or in relation to the determination of the length of an Interest Period or a Lookback Period for an amount in Sterling), an Additional Business Day (as defined in the Compounded Rate Terms), **provided that** for the purposes of any Drawdown Date of the Facilities and the calculation of the periods in connection with the Certain Funds Period, "**Business Day**" shall, at the Company's option in relation to any determination of Business Days, have the same meaning as in the Acquisition Documents.

"**Charged Property**" means the Collateral (as defined in the Interim Security Document) and all other assets pledged, or purported to be pledged, under the Interim Security Document.

"**Central Bank Rate**" has, in relation to an Interim Sterling Loan, the meaning given to that term in the Compounded Rate Terms.

"**Certain Funds Period**" means the period from (and including) the date of this Agreement to (and including) 11:59 p.m. on the earliest to occur of:

(a) if the Acquisition is being effected pursuant to a Scheme, the date falling twenty (20) Business Days after (and excluding) the date on which the Scheme lapses (including, subject to exhausting any rights of appeal, if a relevant court refuses to sanction the Scheme), terminates or is withdrawn (with the approval of the Panel), in writing, in each case, in accordance with its terms in the Announcement or the Scheme Document (other than (i) where such lapse, termination or withdrawal is as a result of the exercise of the Company's right to effect a switch from a Scheme to an Offer or (ii) where such lapse, termination or withdrawal is followed within such twenty (20) Business Days by a firm intention announcement made by the Company (under Rule 2.7 of the Takeover Code) to implement the Acquisition by a different scheme or offer (as applicable);

(b) if the Acquisition is being effected pursuant to an Offer, the date falling twenty (20) Business Days after (and excluding) the date on which the Offer lapses, terminates or is withdrawn (with the approval of the Panel), in writing, in each case, in accordance with its terms in the Announcement or the Offer Documents (other than (i) where such lapse, termination or withdrawal is as a result of the exercise of the Company's right to effect a switch from an Offer to a Scheme or (ii) where such lapse, termination or withdrawal is followed within such twenty (20) Business Days by a firm intention announcement made by the Company

(under Rule 2.7 of the Takeover Code) to implement the Acquisition by a different scheme or offer (as applicable);

(c) the date falling twenty (20) Business Days after (and excluding) the Company countersigning the Commitment Letter, to the extent that a firm intention announcement (under Rule 2.7 of the Takeover Code) made by the Company or a person acting in concert with the Company (as defined in the Takeover Code) to implement the Acquisition by a Scheme or Offer has not been made on or prior to such date;

(d) the Acquisition Long Stop Date;

(e) the date on which the Target has become a wholly owned subsidiary of the Company and all of the consideration payable under the Acquisition in respect of the Target Shares or proposals made or to be made under the Takeover Code in connection with the Acquisition, have in each case been paid in full including in respect of the acquisition of any Target Shares to be acquired after the first Drawdown Date (including pursuant to a Squeeze-out),

or, in each case, such later time and date as agreed by the Arrangers (acting reasonably and in good faith), provided that:

(i) a switch from a Scheme to an Offer or from an Offer to a Scheme (or any amendments to the terms or conditions of a Scheme or an Offer) shall not constitute a lapse, termination or withdrawal for the purposes of this definition of "Certain Funds Period"; and

(ii) if an initial drawdown has occurred under this Agreement, the Acquisition Long Stop Date shall automatically be extended to 11:59 p.m. on the Final Repayment Date, to the extent that the Final Repayment Date would fall after the Acquisition Long Stop Date.

"**Change of Control**" means the occurrence of any of the events or circumstances described in paragraph 8 (*Change of control*) of Part III (*Major Events of Default*) of Schedule 5 (*Major Representations, Undertakings and Events of Default*).

"**Change of Law**" means any change which occurs after the date of this Agreement or, if later, after the date on which the relevant Interim Lender became an Interim Lender pursuant to this Agreement (as applicable) in any law, regulation or Treaty (or in the published, interpretation, administration or application of any law, regulation or Treaty) or any published practice or published concession of any relevant tax authority.

"**Co-Investor**" means any person other than the Sponsor or any Management Stockholder (a) who is a holder of Equity Interests in Holdco (or any of the direct or indirect parent companies of Holdco) on the Interim Closing Date, (b) that acquires within 180 days of the Interim Closing Date, any Equity Interests in Holdco (or any of the direct or indirect parent companies of Holdco) held by Permitted Holders as of the Interim Closing Date and (c) an Affiliate of any such person (other than a portfolio company of such person); **provided that**, for purposes of the definition of "Permitted Holder", Co-Investors shall only include for purposes of (b) above those persons that have been disclosed in writing prior to the Interim Closing Date to, and as are reasonably acceptable to, the Arrangers.

"**Commitment Documents**" has the meaning given to the term "Commitment Documents" in the Commitment Letter.

"**Commitment Letter**" means a letter dated ___ October 2026 (as amended, amended and restated, supplemented and/or replaced from time to time) between the Arrangers, Holdco and the Company setting out the terms and conditions pursuant to which the Arrangers agree to arrange and underwrite certain facilities in connection with the Acquisition and the Refinancings and appending the schedules thereto (including the agreed form Term Sheet).

"**Companies Act**" means the Companies Act 2006.

"**Compounded Rate Interest Payment**" means, in relation to an Interim Sterling Loan, the aggregate amount of interest that:

(a) relates to that Interim Sterling Loan; and

(b) has accrued or is scheduled to accrue during the applicable Interest Period.

"**Compounded Rate Supplement**" means, in relation to a currency, a document which:

(a) is notified by the Company to the Interim Facility Agent and (unless otherwise agreed between the Company and the Majority Interim Lenders) either:

(i) the Interim Facility Agent has made a Prevailing Market Determination; or

(ii) no Super Majority Interim Lender Objection has occurred and is continuing; and

(b) sets out, for that currency, the relevant terms and provisions relating to an alternative benchmark rate, base rate or reference rate ("**New Rate**") and setting out any amendment or waiver of the terms of this Agreement or other Interim Finance Documents for that New Rate, including making appropriate adjustments for basis, duration, time and periodicity for determination of that New Rate for any Interest Period and making other consequential and/or incidental changes.

"**Compounded Rate Terms**" means, in relation to:

(a) a currency;

(b) an Interim Loan in that currency;

(c) an Interest Period for such an Interim Loan (or other period for the accrual of commission or fees in respect of that currency); or

(d) any term of this Agreement relating to the determination of a rate of interest in relation to such an Interim Loan,

in respect of Sterling, the terms set out in Schedule 12 (*Compounded Rate Terms*) (or the Latest Compounded Rate Supplement relating to Sterling) and, for any other currency, the terms set

out in the Latest Compounded Rate Supplement relating to such currency then in effect, or as otherwise agreed pursuant to Clause 8.6 (*Replacement of Screen Rate*).

"**Compounded Reference Rate**" means, in relation to an Interim Sterling Loan, for any applicable RFR Banking Day during the Interest Period of that Interim Sterling Loan, the percentage rate per annum which is the applicable Daily Non-Cumulative Compounded RFR Rate for that RFR Banking Day, provided that if such rate is below zero the Compounded Reference Rate for such Interim Sterling Loan shall be deemed to be zero.

"**Confidentiality Undertaking**" means a confidentiality undertaking (in form and substance satisfactory to the Obligors' Agent) on which the Obligors' Agent is able to rely, agreeing to keep the Interim Finance Documents or other documents or information confidential.

"**Court**" means the High Court of Justice of England and Wales.

"**Court Order**" means the order of the Court sanctioning the Scheme.

"**CTA**" means the Corporation Tax Act 2009.

"**Daily Non-Cumulative Compounded RFR Rate**" means, in relation to any applicable RFR Banking Day during an Interest Period for an Interim Sterling Loan, the percentage rate per annum determined by the Interim Facility Agent (or by any other Interim Finance Party which agrees with the Company to determine that rate in place of the Interim Facility Agent) in accordance with the methodology set out in Schedule 13 (*Daily Non-Cumulative Compounded RFR Rate*); or the Latest Compounded Rate Supplement in relation thereto.

"**Daily Rate**" means, in relation to an Interim Sterling Loan, the rate specified as such in the Compounded Rate Terms.

"**Debtor Relief Laws**" means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States of America or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"**Defaulting Lender**" has the meaning given to that term in Part V (*Definitions*) of Schedule 6 (*Impairment and Replacement of Interim Finance Parties*).

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by the Interim Security Agent.

"**Disruption Event**" means either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Interim Facilities (or otherwise in order for the transactions contemplated by the Interim Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems related nature) to the treasury or payments operations of a Party preventing that, or any other Party:

(i) from performing its payment obligations under the Interim Finance Documents; or

(ii) from communicating with other Parties in accordance with the terms of the Interim Finance Documents, and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

"**Drawdown Date**" means the date of or proposed date for the making of an Interim Utilisation.

"**Drawdown Request**" means a signed notice requesting an Interim Utilisation in the form set out in Part I (*Loan Request*) of Schedule 2 (*Form of Drawdown Request*) or any other form agreed between the Interim Facility Agent (acting reasonably) and the Company.

"**Effective Date**" means the date on which the Amendment and Restatement Agreement becomes effective in accordance with its terms immediately after giving effect to the transfer set out in Clause 2 of the Amendment and Restatement Agreement.

"**Equity Investors**" means:

(a) the Sponsor;

(b) management and employees of the Group having a direct or indirect interest in the Group (whether pursuant to an incentive scheme or otherwise), together with any other persons having a direct or indirect interest in the Group pursuant to an incentive or similar scheme or arrangement;

(c) Rollover Investors; and

(d) any other person approved by the Majority Interim Lenders (acting reasonably).

"**EURIBOR**" means, for an Interest Period of an Interim Non-Sterling Loan or an overdue amount denominated in euro:

(a) the applicable Screen Rate; or

(b) (if no Screen Rate is available for euro or the relevant Interest Period of that Interim Loan or overdue amount) the Interpolated Screen Rate for that Interim Loan or overdue amount; or

(c) if:

(i) no Screen Rate is available for the Interest Period of that Interim Loan or overdue amount; and

(ii) it is not possible to calculate an Interpolated Screen Rate for that Interim Loan or overdue amount, the arithmetic mean (rounded upward to four (4) decimal places) of the rates, as supplied to the Interim Facility Agent

at its request quoted by the Reference Banks to leading banks in the European interbank market, as of 11.00 a.m. (in Brussels) on the Rate Fixing Day for the offering of deposits in euro for a period comparable to that Interest Period for that Interim Loan or overdue amount.

"**Existing Target Facilities**" has the meaning given to that term in paragraph (a)(ii) of Clause 3.3 (*Purpose*).

"**Existing Interim Lender**" has the meaning given to that term in paragraph (a) of Clause 25.2 (*Transfers by Interim Lenders*).

"**Expiry Date**" means, for a Bank Guarantee, the last day of its Term.

"**Facilities**" has the meaning given to that term in the Commitment Letter.

"**Facility Office**" means the office or offices through which an Interim Lender or the Issuing Bank will perform its obligations under the Interim Facility as notified to the Interim Facility Agent in writing on or before the date it becomes an Interim Lender or the Issuing Bank (or, following that date, by not less than five (5) Business Days' notice).

"**FATCA**" means Sections 1471 through 1474 of the US Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any US Department of the Treasury regulations or other administrative guidance promulgated thereunder, any agreements entered into pursuant to Section 1471(b)(1) of the US Code as of the date of this Agreement (or any amended or successor version described above), and any intergovernmental agreement (and any legislation or official rules or other guidance adopted pursuant to any intergovernmental agreement, treaty or convention among governmental authorities) implementing the foregoing.

"**FATCA Deduction**" means a deduction or withholding from a payment under an Interim Finance Document required by FATCA.

"**FATCA Exempt Party**" means a Party that is entitled to receive payments free from any FATCA Deduction.

"**Fee Letter**" has the meaning given to the term "Fee Letter" in the Commitment Letter.

"**Final Repayment Date**" has the meaning given to that term in paragraph (a)(i) of Clause 7.1 (*Repayment*).

"**Funding Cost**" means:

(a) for Interim Non-Sterling Loans denominated in euro, EURIBOR;

(b) and for Interim Non-Sterling Loans denominated in US Dollars, Term SOFR

provided that:

(i) for the purposes of any Interim Non-Sterling Loan denominated in euro, if EURIBOR is less than zero (0) per cent. per annum at any time when EURIBOR is fixed, EURIBOR shall be deemed to be zero (0) per cent. per annum; and

(ii) for the purposes of any Interim Non-Sterling Loan denominated in US Dollars, if Term SOFR is less than zero (0) per cent. per annum at any time when Term SOFR is fixed, Term SOFR shall be deemed to be zero (0) per cent. per annum.

"**Funds Flow Statement**" means any funds flow statement prepared by (or on behalf of) the Company showing the proposed movement of funds on the Interim Closing Date.

"**Group**" means the Company and each of its Subsidiaries from time to time.

"**Group Company**" means a member of the Group.

"**Guarantor**" means the Company.

"**Holding Company**" means in relation to any person, any other body corporate or other entity of which it is a Subsidiary.

"**IBOR**" means:

(a) in relation to any Interim Non-Sterling Loan denominated in euro, EURIBOR; and

(b) in relation to any Interim Non-Sterling Loan denominated in US Dollars, Term SOFR.

"**Industry Competitor**" means any person or entity (or any of its Affiliates or Related Funds) which is a competitor of a member of the Group or whose business is similar or related to a member of the Group (including any supplier or sub-contractor) and any controlling shareholder of such persons **provided that** for the avoidance of doubt, this shall not include (i) any person or entity (or any of its Affiliates) which is a bank, financial institution or trust, fund or other entity whose principal business or a material activity of whom is arranging, underwriting or investing in debt; or (ii) any Effective Date Interim Lender.

"**Initial Closing Date**" means the date on which first payment is made to the shareholders of the Target as required by the Offer or Scheme (as applicable) in accordance with the Takeover Code, provided that the Initial Closing Date shall, for the purposes of this Agreement, be deemed not to have occurred unless first drawdown under Interim Facility B under this Agreement has occurred on or prior to such date.

"**Initial Long Stop Date**" means the date falling five (5) Business Days after the date twelve (12) months after (and excluding) the date of the first public Announcement.

"**Insolvency or Liquidation Proceeding**" means:

(a) any voluntary or involuntary case or proceeding under any Debtor Relief Law with respect to any Obligor;

(b) any other voluntary or involuntary insolvency, reorganisation or bankruptcy case or proceeding, or any receivership, liquidation, reorganization or other similar case or proceeding with respect to any Obligor or with respect to a material portion of their respective assets; or

(c) any general assignment for the benefit of creditors or any other marshalling of assets and liabilities of any Obligor.

"**Interest Period**" has the meaning given to that term in paragraph (a) of Clause 8.3 (*Payment of interest*).

"**Interim Agency Fee Letter**" means the fee letter dated on or about the date of this Agreement between the Company, the Interim Facility Agent and/or the Interim Security Agent.

"**Interim Closing Date**" means the first date upon which an Interim Facility is drawn.

"**Interim Facilities**" has the meaning given to that term in paragraph (b) of Clause 2.1 (*The Interim Facilities*).

"**Interim Facility Agent's Spot Rate of Exchange**" means the Interim Facility Agent's spot rate of exchange for the purchase of the relevant currency with the Base Currency in the London foreign exchange market at or about 11.00 a.m. on a particular day.

"**Interim Facility Commitment**" means an Interim Term Facility Commitment and/or an Interim Revolving Facility Commitment.

"**Interim Facility Lender**" means any Interim Lender who makes available an Interim Facility Commitment or an Interim Loan under an Interim Facility.

"**Interim Facility Liabilities**" means all present and future sums, liabilities and obligations (whether actual, contingent, present and/or future) payable or owing by Obligors to the Interim Facility Lenders under or in respect of the Interim Facilities.

"**Interim Finance Documents**" means each of this Agreement, the Amendment and Restatement Agreement, the Interim Agency Fee Letter, the Fee Letter, the Interim Security Documents, each Bank Guarantee, each Drawdown Request and any other document designated as such in writing by the Interim Facility Agent and the Obligors' Agent.

"**Interim Finance Parties**" means the Interim Lenders, the Arrangers, any Issuing Bank, the Interim Facility Agent and the Interim Security Agent.

"**Interim Instructing Group**" means the Majority Interim Lenders.

"**Interim Lender**" means:

(a) an Effective Date Interim Lender; and

(b) any other bank or financial institution, trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets or other person which has become a Party as an Interim Lender pursuant to Clause 25 (*Changes to Parties*) or paragraph 2 (*Increase*) of Part III (*Replacement of an Interim Lender / Increase*) of Schedule 6 (*Impairment and Replacement of Interim Finance Parties*), which, in each case, has not ceased to be an Interim Lender in accordance with the terms of this Agreement.

"**Interim Liabilities**" means all advances to, and debts, liabilities, obligations, covenants and duties of, any Obligor arising under the Interim Finance Documents or otherwise with respect to any Interim Facility, Interim Loan or Bank Guarantee whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest, fees and other amounts that accrue after the commencement (by or against any Obligor) of any proceeding under any Debtor Relief Laws naming such Obligor as the debtor in such proceeding, regardless of whether such interest, fees and other amounts are allowed claims in such proceeding. Without limiting the generality of the foregoing, the obligations of the Obligors under the Interim Finance Documents include (a) the obligation (including guarantee obligations) to pay principal, interest, fees, reimbursement obligations, charges, expenses, fees, attorney costs, indemnities and other amounts payable by any Obligor under (and in accordance with the terms of) any Interim Finance Document; and (b) the obligation of any Obligor to reimburse any amount in respect of any of the foregoing.

"**Interim Loan**" means an Interim Term Loan or an Interim Revolving Facility Loan.

"**Interim Non-Sterling Loan**" means any Interim Loan which is not an Interim Sterling Loan.

"**Interim Revolving Facility**" has the meaning given to that term in paragraph (b) of Clause 2.1 (*The Interim Facilities*).

"**Interim Revolving Facility Availability Period**" means the period from (and including) the date of this Agreement to and including the last Business Day prior to the Final Repayment Date.

"**Interim Revolving Facility Commitment**" means:

(a) in relation to each Effective Date Interim Lender, the amount of the Interim Revolving Facility set out opposite its name under the heading "*Interim Revolving Facility Commitment*" in Schedule 11 (*The Effective Date Interim Lenders*) and the amount of any other Interim Revolving Facility Commitment transferred to it pursuant to Clause 25 (*Changes to Parties*) or assumed by it in accordance with Clause 26 (*Impairment and Replacement of Interim Finance Parties*) and paragraph 2 (*Increase*) of Part III (*Replacement of an Interim Lender / Increase*) of Schedule 6 (*Impairment and Replacement of Interim Finance Parties*); and

(b) in respect of any other Interim Lender, the amount transferred to it in respect of the Interim Revolving Facility pursuant to Clause 25 (*Changes to Parties*) or assumed by it in accordance with Clause 26 (*Impairment and Replacement of Interim Finance Parties*) and paragraph 2 (*Increase*) of Part III (*Replacement of an Interim Lender / Increase*) of Schedule 6 (*Impairment and Replacement of Interim Finance Parties*), to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Interim Revolving Facility Lender**" means any Interim Lender who makes available an Interim Revolving Facility Commitment or an Interim Revolving Facility Loan.

"**Interim Revolving Facility Loan**" means the principal amount of each borrowing under the Interim Revolving Facility or the principal amount outstanding of that borrowing at any time.

"**Interim Revolving Facility Utilisation**" means an Interim Revolving Facility Loan and/or a Bank Guarantee, in each case, as the context requires.

"**Interim Security**" means the Security Interests created or expressed to be created in favour of the Interim Security Agent pursuant to the Interim Security Documents.

"**Interim Security Document**" means any document required to be delivered to the Interim Facility Agent under sub-paragraph (b) of paragraph 2 (*Interim Finance Documents*) of Schedule 3 (*Conditions Precedent*) in favour of the Interim Security Agent in relation to its obligations under the Interim Finance Documents.

"**Interim Sterling Loan**" means any Interim Loan which is denominated in Sterling.

"**Interim Term Facility**" means Interim Facility B.

"**Interim Term Facility Commitment**" means:

(a) in relation to each Effective Date Interim Lender, the amount of the Interim Facility B set out opposite its name under the heading "Interim Term Facility Commitment" in Schedule 11 (*The Effective Date Interim Lenders*) and the amount of any other Interim Term Facility Commitment transferred to it pursuant to Clause 25 (*Changes to Parties*) or assumed by it in accordance with Clause 26 (*Impairment and Replacement of Interim Finance Parties*) and paragraph 2 (*Increase*) of Part III (*Replacement of an Interim Lender / Increase*) of Schedule 6 (*Impairment and Replacement of Interim Finance Parties*); and

(b) in respect of any other Interim Lender, the amount transferred to it in respect of the Interim Term Facility pursuant to Clause 25 (*Changes to Parties*) or assumed by it in accordance with Clause 26 (*Impairment and Replacement of Interim Finance Parties*) and paragraph 2 (*Increase*) of Part III (*Replacement of an Interim Lender / Increase*) of Schedule 6 (*Impairment and Replacement of Interim Finance Parties*), to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Interim Term Facility Lender**" means each Interim Lender in respect of an Interim Term Facility.

"**Interim Term Loan**" means an Interim Loan under an Interim Term Facility.

"**Interim Term Loan Drawdown Request**" means any Drawdown Request made at any time in relation to any Interim Term Loan.

"**Interim Utilisation**" means an Interim Loan and/or a Bank Guarantee, in each case, as the context requires.

"**Interpolated Screen Rate**" means, in relation to the applicable IBOR for any Interim Non-Sterling Loan or an overdue amount, the rate which results from interpolating on a linear basis between:

(a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the Interest Period of that Interim Loan or overdue amount; and

(b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the Interest Period of that Interim Loan or overdue amount, each as of 11.00 a.m. (or in the case of Interim Loans or any overdue amounts in euro, 11.00 a.m. (Brussels time)) on the Rate Fixing Day for the offering of deposits in the currency of that Interim Loan or an applicable amount.

"**Interpolated Term SOFR**" means, in relation to the applicable Term SOFR for any Interim Non-Sterling Loan denominated in US Dollars or any overdue amount denominated in US Dollars, the rate (rounded to the same number of decimal places as Term SOFR) which results from interpolating on a linear basis between:

(a) either:

(i) the most recent applicable Term SOFR for the longest period (for which Term SOFR is available) which is less than the Interest Period of that Interim Loan or overdue amount; or

(ii) if no such Term SOFR is available for a period which is less than the Interest Period of that Interim Loan or overdue amount, SOFR for a day which is two (2) US Government Securities Business Days before that Rate Fixing Day; and

(b) the most recent applicable Term SOFR for the shortest period (for which Term SOFR is available) which exceeds the Interest Period of that Interim Loan or overdue amount, each as of 5:00 p.m. (in New York) on the Rate Fixing Day for that currency.

"**ITA**" means the Income Tax Act 2007.

"**Issuing Bank**" means any person which agrees to act as an issuing bank in respect of the issue of a Bank Guarantee in accordance with Schedule 9 (*Bank Guarantees*).

"**Latest Compounded Rate Supplement**" means, in relation to a currency, the most recent Compounded Rate Supplement (if any) for which the condition in paragraph (a) of the definition of "Compounded Rate Supplement" in relation to such currency is satisfied.

"**Loan to Own/Distressed Investor**" means any person (including an Affiliate or a Related Fund of an Interim Lender or any actual or potential transferee, assignee or sub-participant) whose principal business or material activity is:

(a) investing in distressed debt;

(b) the purchase of loans or other debt securities with the intention of (or view to) owning the equity or gaining control of a business (directly or indirectly);

(c) investing in equity and/or acquiring control of, or an equity stake in, a business (directly or indirectly); and/or

(d) exploiting holdout or blocking positions

provided that:

(i) any Affiliate of such persons which are a deposit taking financial institution authorised by a financial services regulator to carry out the business of banking which holds a minimum rating equal to or better than BBB-or Baa3 (as applicable) according to at least two of Moody's, S&P or Fitch which are managed and controlled independently where any information made available under the Interim Documents is not disclosed or made available to such person or other Affiliates; and

(ii) any Effective Date Interim Lender,

shall not, in each case, be a Loan to Own/Distressed Investor.

"**Long-term Financing Agreements**" means, collectively, the facilities agreements or other agreements and/or instruments to be entered into for the purpose of refinancing the Interim Facilities including, as the case may be, the Facilities.

"**Lookback Period**" means, in relation to an Interim Sterling Loan, the number of days specified as such in the Compounded Rate Terms (or such other period as may be agreed by the Company and the Interim Facility Agent based on then prevailing market conventions).

"**Major Event of Default**" means:

(a) prior to the expiry of the Certain Funds Period, an event or circumstance set out in Part III (*Major Events of Default*) of Schedule 5 (*Major Representations, Undertakings and Events of Default*) other than in paragraph 8(e); and

(b) after the expiry of the Certain Funds Period, an event or circumstance set out in Part III (*Major Events of Default*) of Schedule 5 (*Major Representations, Undertakings and Events of Default*),

in each case:

(i) with respect to the Company and Holdco (as applicable) as to itself only and for the avoidance of doubt not with respect to the Target Group or any other Group Company and excluding any procurement obligation with respect to the Target Group or any other Group Company;

(ii) in so far as it relates to any Interim Security Documents, such references to an Interim Security Document shall be deemed not to include an Interim Security Document which relates to security over material bank accounts and/or intra-Group receivables;

(iii) in so far as it relates to any Interim Finance Document, such references to an Interim Finance Document shall be deemed to include this Agreement, the Fee Letter and the Interim Security Documents only; and

(iv) in so far as it relates to any Interim Finance Party, such references to an Interim Finance Party shall be deemed to include the Interim Lenders, the Arrangers, the Interim Facility Agent and the Interim Security Agent only.

"**Major Representation**" means:

(a) prior to the expiry of the Certain Funds Period, a representation set out in Part I (*Major Representations*) of Schedule 5 (*Major Representations, Undertakings and Events of Default*), other than paragraph 3(c); and

(b) after the expiry of the Certain Funds Period, a representation set out in Part I (*Major Representations*) of Schedule 5 (*Major Representations, Undertakings and Events of Default*),

in each case:

(i) with respect to the Company and Holdco (as applicable) as to itself only (and for the avoidance of doubt not with respect to the Target Group or any other Group Company) and excluding any procurement obligation with respect to the Target Group or any other Group Company;

(ii) in so far as it relates to any Interim Security Documents, such references to an Interim Security Document shall be deemed not to include an Interim Security Document which relates to security over material bank accounts and/or intra-Group receivables;

(iii) in so far as it relates to any Interim Finance Document, such references to an Interim Finance Document shall be deemed to include this Agreement, the Fee Letter and the Interim Security Documents only; and

(iv) in so far as it relates to any Interim Finance Party, such references to an Interim Finance Party shall be deemed to include the Interim Lenders, the Arrangers, the Interim Facility Agent and the Interim Security Agent only.

"**Major Undertaking**" means an undertaking set out in Part II (*Major Undertakings*) of Schedule 5 (*Major Representations, Undertakings and Events of Default*), in each case:

(a) with respect to the Company and Holdco (as applicable) as to itself only (and for the avoidance of doubt not with respect to the Target Group or any other Group Company) and excluding any procurement obligation with respect to the Target Group or any other Group Company;

(b) in so far as it relates to any Interim Security Documents, such references to an Interim Security Document shall be deemed not to include an Interim Security Document which relates to security over material bank accounts and/or intra-Group receivables;

(c) in so far as it relates to any Interim Finance Document, such references to an Interim Finance Document shall be deemed to include this Agreement, the Fee Letter and the Interim Security Documents only; and

(d) in so far as it relates to any Interim Finance Party, such references to an Interim Finance Party shall be deemed to include the Interim Lenders, the Arrangers, the Interim Facility Agent and the Interim Security Agent only.

"**Majority Interim Lenders**" means, at any time, Interim Lenders:

(a) whose Interim Facility Commitments then aggregate greater than fifty (50) per cent. of the Total Interim Facility Commitments; or

(b) if the Total Interim Facility Commitments have then been reduced to zero (0), whose Interim Facility Commitments aggregated greater than fifty (50) per cent. of the Total Interim Facility Commitments immediately before that reduction.

"**Majority Interim Lenders**" means, at any time, Interim Lenders:

(a) whose Interim Facility Commitments then aggregate greater than fifty (50) per cent. of the Total Interim Facility Commitments; or

(b) if the Total Interim Facility Commitments have then been reduced to zero (0), whose Interim Facility Commitments aggregated greater than fifty (50) per cent. of the Total Interim Facility Commitments immediately before that reduction.

"**Margin**" means:

(a) in relation to the Interim Facility B, 3.75 per cent. per annum; and

(b) in relation to the Interim Revolving Facility, 3.25 per cent. per annum.

"**Material Adverse Effect**" means any event or circumstance which (after taking account of all relevant mitigating factors or circumstances (including, any warranty, indemnity, insurance or other resources available to the Group or right of recourse against any third party with respect to the relevant event or circumstance and any anticipated additional investment in the Group)) has a material adverse effect on the consolidated business, assets or financial condition of the Group (taken as a whole) such that the Group (taken as a whole) would be reasonably likely to be unable to perform its payment obligations under the Interim Finance Documents in respect of principal amounts due and payable thereunder and if capable of remedy, is not remedied within forty-five (45) Business Days of the Company being given written notice of the issue by the Interim Facility Agent.

"**Member State**" means a member state of the European Union.

"**Minimum Acceptance Condition**" means, in relation to an Offer, an Acceptance Condition of not less than seventy-five (75) per cent. of the voting rights exercisable at a general meeting of the Target (at the time the Offer becomes or is declared unconditional as to acceptances), including for this purpose any voting rights attaching to Target Shares that are unconditionally allotted or issued before the Offer becomes or is declared unconditional as to acceptances, whether pursuant to the exercise of any outstanding subscription rights or conversion rights or otherwise, or such lower percentage to which all of the Interim Lenders have consented (such consent not to be unreasonably withheld, conditioned or delayed).

"**Minimum Equity Investment**" means the aggregate investment in cash or in kind in the Company made on or prior to the Initial Closing Date:

(a) in the form of equity (including share capital) or other proceeds or other capital contributions (including by way of premium and/or contributions to capital reserve) made by the Sponsor, the Co-Investors and the Holding Companies of

the Company (or any of their Holding Companies) (directly or indirectly) to the Company; and/or

(b) by way of any Rolled Proceeds.

"**MLI**" means the Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting adopted on 24 November 2016 which came into force on 1 July 2018.

"**New Interim Lender**" has the meaning given to that term in paragraph (b) of Clause 25.2 (*Transfers by Interim Lenders*).

"**Obligors**" means the Borrower and each Guarantor.

"**Obligors' Agent**" means the Company or such other person appointed to act on behalf of each Obligor in relation to the Interim Finance Documents pursuant to Clause 4 (*Obligors' Agent*).

"**Obligor Liabilities**" means, in relation to any member of the Group, all present and future liabilities and obligations at any time owed to any Obligor (whether actual or contingent and whether incurred solely or jointly or as principal or surety or in any other capacity) by that member of the Group.

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of the Treasury (or any successor thereto).

"**Offer**" means a takeover offer (as defined in section 974 of the Companies Act) made by the Company in accordance with the Takeover Code to acquire the entire issued share capital of the Target (within the meaning of section 975 of the Companies Act) pursuant to the Offer Documents.

"**Offer Documents**" means the applicable Announcement and the offer documents dispatched to the shareholders of the Target setting out the terms and conditions of an Offer, as such documents may be amended, supplemented, revised, renewed or waived in accordance with this Agreement.

"**Offer Unconditional Date**" means the date on which the Offer has been declared or has become unconditional in accordance with the requirements of the Takeover Code.

"**Outbound Investment Rules**" means the regulations administered and enforced, together with any related public guidance issued, by the United States Treasury Department under U.S. Executive Order 14105 of August 9, 2023, Public Law No. 119-16 or any similar law or regulation; as of the date of this Interim Finance Documents, and as codified at 31 C.F.R. § 850.101 et seq.

"**Panel**" means The Panel on Takeovers and Mergers.

"**Participating Member State**" means any Member State that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

"**Party**" means a party to this Agreement.

"**Perfection Requirements**" means the making or the procuring of any appropriate registration, filing, recordings, enrolments, registrations, notations in stock registries, notarisations, notifications, endorsements and/or stampings of the Interim Security Documents and/or the Security Interests created thereunder.

"**Permitted Guarantee**" means any guarantee:

(a) by the Company of the obligations of any other Group Company or members of the Target Group existing at the date of this Agreement and/or the Interim Closing Date;

(b) given by the Company to a landlord in its capacity as such in the ordinary course of business;

(c) constituting a customary guarantee and/or indemnity in favour of directors and officers in their capacity as such;

(d) of Permitted Transactions or in connection with a disposal that is permitted or not prohibited by this Agreement;

(e) given by the Company in respect of the obligations of a former Subsidiary of the Company where the Company has received an indemnity in respect of the maximum aggregate amount of its liabilities under such guarantee for the full term of such guarantee;

(f) given or arising under legislation relating to Tax or corporate law under which the Company assumes general liability for the obligations of another Group Company; and/or

(g) not permitted by the preceding paragraphs and the outstanding principal amount of which does not exceed £500,000 (or its equivalent in other currencies) at any time.

"**Permitted Holder**" means:

(a) the Sponsor;

(b) any Affiliate of any Obligor;

(c) any Management Stockholder;

(d) any Co-Investor;

(e) any Rollover Investor; and

(f) any other person approved by the Majority Interim Lenders (acting reasonably).

"**Permitted Loan**" means:

(a) any financial indebtedness or loan made or credit extended by the Company to its customers, to franchisees and/or partners or, in relation to capital

expenditure, under finance leases, advance payment (or other forms of financing), in each case, in the ordinary course of trading;

(b) any financial indebtedness or loan which constitutes, or is made pursuant to or in connection with, a Permitted Guarantee or a Permitted Transaction; and/or

(c) any financial indebtedness or loan not permitted pursuant to the preceding paragraphs so long as the aggregate amount outstanding of the Financial Indebtedness or loan does not exceed £500,000 (or its equivalent in other currencies) at any time.

"**Permitted Payment**" means any payment:

(a) to enable a Holding Company of an Obligor to:

(i) pay Taxes, duties or similar amounts for which it is liable, pursuant to a fiscal unity or other group tax arrangement;

(ii) pay fees, expenses and other costs incurred in acting as, or maintaining its existence as, a holding company or arising by operation of law or in the ordinary course of administration of its business; and

(iii) meet substance requirements for Tax purposes;

(b) that constitutes a Permitted Tax Distribution;

(c) of upfront fees to the Sponsor and the Co-Investors as provided in the Funds Flow Statement or the Tax Structure Memorandum;

(d) constituting the repayment or prepayment of liabilities under the Interim Finance Documents;

(e) for the purpose of funding transaction costs incurred in connection with the Acquisition, the Refinancings, the Interim Facilities and/or the Long-term Financing Agreements (including any such costs incurred by the Equity Investors or a Holding Company and recharged to a Group Company);

(f) set out in or contemplated by a Permitted Transaction;

(g) in respect of interest in respect of financial indebtedness owed to management in relation to any management incentive plan;

(h) by the Company to fund the purchase of any of the management's, directors' or employees' equity in (or loan notes issued by) a Group Company or a Holding Company (together with the purchase or repayment of any related loans) and/or to make other compensation payments (including bonus payments and relating to incentive schemes) in respect of departing management, directors or employees;

(i) or declaration of a dividend, return of capital, capital contribution or other distribution, redemption, repurchase, defeasement, retirement, reduction or payment in respect of share capital made by the Company and/or a payment of

interest on or repayment of principal of loans made to the Company which are subordinated to the Interim Facilities, in each case in order to enable the payments referred to in the preceding paragraphs above or to enable the Company to make payments to the Interim Finance Parties under the Interim Finance Documents; and/or

(j) any payment not permitted by the preceding paragraphs and the outstanding principal amount of which does not exceed £500,000 (or its equivalent) in aggregate.

"**Permitted Tax Distribution**" means, if and for so long as the Company is a member of a fiscal unity (whether resulting from a domination and profit or loss pooling agreement or otherwise) or consolidated, combined, affiliated or unitary group with any Holding Company, any dividends, intercompany loans, other intercompany balances or other distributions to fund any Taxes of such Holding Company that are attributable to the Company or its Subsidiaries up to an amount not to exceed with respect to such Taxes the amount of any such Taxes that the Company and its Subsidiaries would have been required to pay on a separate company basis or on a consolidated basis calculated as if the Company and its Subsidiaries had paid Tax on a consolidated, combined, group, affiliated or unitary basis on behalf of an affiliated group consisting only of the Company and its Subsidiaries.

"**Permitted Transaction**" means:

(a) any step, circumstance, merger, obligation, liability or transaction contemplated by or permitted by or relating to the Transaction Documents, the Tax Structure Memorandum, the Funds Flow Statement, the documentation in respect of the Existing Group Facilities or the Long-term Financing Agreements (or other refinancing of the Interim Facilities) (and related documentation);

(b) any step, circumstance or transaction which is mandatorily required by law (including arising under an order of attachment or injunction or similar legal process);

(c) any step, circumstance or transaction permitted or contemplated by any Major Undertaking (which, for the avoidance of doubt, in each case will thereby be a Permitted Transaction for all Major Undertakings);

(d) any transaction to which the Interim Facility Agent (acting on the instructions of the Majority Interim Lenders) shall have given prior written consent;

(e) any action to be taken by a Group Company that, in the reasonable opinion of the Obligors' Agent, is necessary to implement or complete the Acquisition or has arisen as part of the negotiations with the shareholders or senior management of the Target Group (as a whole) or any anti-trust authority, regulatory authority, pensions trustee, pensions insurer, works council or trade union (or any similar or equivalent person to any of the foregoing in any jurisdiction);

(f) any transfer of the shares in, or issue of shares by, the Company or any step, action or transaction including share issue or acquisition or consumption of debt, for the purpose of creating the group structure for the Acquisition or

effecting the Refinancing as set out in the Tax Structure Memorandum (other than any exit steps described therein), including inserting another legal entity directly above or below the Company, and including in connection therewith, provided that, after completion of such steps, no Change of Control shall have occurred;

(g) any transaction entered into between Group Companies (including, without limitation, financial indebtedness arising under any cash-pooling arrangements between Group Companies, a guarantee by the Company of the obligations of a Group Company and a loan made by the Company to another Group Company); and

(h) transactions (other than the granting or creation of security or quasi-security, making of loans, acquisitions or disposals of companies or businesses or the incurring or permitting to subsist of financial indebtedness) conducted in the ordinary course of business as a holding company on arm's length terms or otherwise customary for a holding company to perform.

"**Prevailing Market Determination**" means a determination by the Interim Facility Agent (that shall be made by the Interim Facility Agent acting in good faith and promptly) in relation to the provisions of any document or any Benchmark Rate Change, where such determination shall be given if such provisions broadly reflect at such time any prevailing London or European market position for loans in the relevant currency or reflect the position as set out in another syndicated loan precedent for any borrower owned (directly or indirectly, in whole or in part) by the Sponsor or Affiliate (including any precedent provided to the Interim Facility Agent by the Company in respect of such provisions).

"**Qualifying Interim Lender**" means, for the purposes of an Interim Loan, an Interim Lender which is beneficially entitled (in the case of a Treaty Interim Lender, within the meaning of the relevant Treaty) to interest payable by the relevant Obligor to that Interim Lender under an Interim Finance Document and is:

(a) an Interim Lender:

(i) which is a bank (as defined for the purpose of section 879 of the ITA) making an advance under an Interim Finance Document and is within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance or would be within such charge as respects such payments apart from section 18A of the CTA; or

(ii) in respect of an advance made under an Interim Finance Document by a person that was a bank (as defined for the purpose of section 879 of the ITA) at the time that that advance was made and within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance; or

(b) an Interim Lender which is:

(i) a company resident in the United Kingdom for United Kingdom tax purposes;

(ii) a partnership each member of which is:

(A) a company so resident in the United Kingdom; or

(B) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA;

(iii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company; or

(c) an Interim Lender which is a building society (as defined for the purposes of section 880 of the ITA) making an advance under an Interim Finance Document;

(d) a UK Non-Bank Interim Lender; or

(e) a Treaty Interim Lender.

"**Rate Fixing Day**" means, in relation to any period for which an interest rate is to be determined:

(a) if the currency is US Dollars, two (2) Business Days before the first day of such period;

(b) if the currency is Sterling, the first day of that period;

(c) if the currency is euro, two (2) TARGET Days before the first day of that period; or

(d) for any other currency, two (2) Business Days before the first day of that period, unless market practice differs in the relevant interbank market, in which case, the Rate Fixing Day will be determined by the Interim Facility Agent in accordance with market practice in that interbank market (and, if quotations would normally be given by leading banks in that interbank market on more than one day, the Rate Fixing Day will be the last of those days).

"**Receiver**" means a receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"**Reference Banks**" means, in relation to the Funding Cost, the principal London offices of such banks or financial institutions as may be appointed by the Interim Facility Agent after consultation with the Obligors' Agent, **provided that** no Interim Finance Party shall be appointed as a Reference Bank without its consent.

"**Refinancings**" has the meaning given to that term in paragraph (a)(ii) of Clause 3.3 (*Purpose*).

"**Related Fund**" in relation to a fund (the "**first fund**"), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

"**Reservations**" means the principle that equitable remedies may be granted or refused at the discretion of the court, the limitation on enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration and other laws generally affecting the rights of creditors and secured creditors, the time barring of claims under any applicable limitation statutes, the possibility that a court may strike out a provision of a contract for recession or oppression, undue influence or similar reason, the possibility that an undertaking to assume liability for or to indemnify a person against non-payment of stamp duty may be void, defences of acquiescence, set-off or counterclaim and similar principles, the principles that in certain circumstances a Security Interest granted by way of fixed charge may be recharacterised as a floating charge or that a Security Interest purported to be constituted as an assignment may be recharacterised as a charge, the principle that additional or default interest imposed pursuant to any relevant agreement may be held to be unenforceable on the grounds that it is a penalty and thus void, the principle that a court may not give effect to an indemnity for legal costs incurred by an unsuccessful litigant, the principle that the creation or purported creation of a Security Interest over any asset not beneficially owned by the relevant charging company at the date of the relevant security document or over any contract or agreement which is subject to a prohibition on transfer, assignment or charging may be void, ineffective or invalid and may give rise to a breach of the contract or agreement over which a Security Interest has purportedly been created, covenant to pay the Interim Security Agent or other similar provisions, similar principles, rights and defences under the laws of any jurisdiction in which the relevant obligation may have to be performed and any other matters which are set out in the reservations or qualifications (however described) as to matters of law which are referred to in any legal opinion referred to in paragraph 3 (*Legal Opinions*) of Schedule 3 (*Conditions Precedent*) or under any other provision of or otherwise in connection with any Interim Finance Document.

"**Restricted Finance Party**" means an Interim Finance Party that notifies the Interim Facility Agent that a Sanctions Provision would result in a violation of, a conflict with or liability under:

(a) EU Regulation (EC) 2271/96;

(b) §7 of the German *Außenwirtschaftsverordnung* (in connection with the German *Außenwirtschaftsgesetz*); or

(c) any similar applicable anti-boycott statute.

"**Restricted Member of the Group**" means a Group Company in respect of which the Obligors' Agent notifies the Interim Facility Agent that a Sanctions Provision would result in a violation of, a conflict with or liability under:

(a) EU Regulation (EC) 2271/96;

(b) §7 of the German Außenwirtschaftsverordnung (in connection with the German Außenwirtschaftsgesetz); or

(c) any similar applicable anti-boycott statute.

"**RFR**" means, in relation to an Interim Sterling Loan, the rate specified as such in the Compounded Rate Terms.

"**RFR Banking Day**" mean, in relation to an Interim Sterling Loan, any day specified as such in the Compounded Rate Terms.

"**Rolled Proceeds**" means the proceeds received by a Rollover Investor pursuant to or in connection with the Acquisition and which are (or which the Company reasonably anticipates are to be) reinvested in or advanced to, directly or indirectly, in an Obligor, its Subsidiaries or any Holding Company of an Obligor (in each case including on a non-cash basis).

"**Rollover Investor**" means any (direct or indirect) shareholder in the Target Group immediately prior to the applicable Drawdown Date or any other director or member of management or other person which reinvest or advances (or which the Company reasonably anticipates will reinvest or advance) any proceeds payable or received pursuant to or in connection with the Acquisition (directly or indirectly) in an Obligor, its Subsidiaries or any Holding Company of an Obligor (including on a non-cash basis) or which will remain a shareholder in the Target (directly or indirectly) on the applicable Drawdown Date.

"**Sanctioned Country**" means, at any time, a country or territory which itself is, or whose government is, the target of comprehensive Sanctions broadly prohibiting dealings with such government, country, or territory.

"**Sanctioned Person**" means any person that is (or persons that are):

(a) listed on, or owned or controlled (as such terms are defined and interpreted by the relevant Sanctions) by a person listed on any Sanctions List;

(b) located, organized or resident in or incorporated under the laws of any Sanctioned Country; or

(c) owned or controlled by persons that are the target of Sanctions, provided that , for the purpose of this definition, a person shall not be deemed to be a Sanctioned Person if transactions or dealings with such person are (i) not prohibited under applicable Sanctions or (ii) permitted under a licence, licence exemption or other authorisation of a Sanctions Authority.

"**Sanctions**" means any economic, trade or financial sanctions laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced from time to time by any Sanctions Authority.

"**Sanctions Authority**" means (a) the United States of America, (b) the United Nations Security Council, (c) the European Union and any Member State, (d) the United Kingdom and (e) the respective governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

"**Sanctions List**" means the "*Specially Designated Nationals and Blocked Persons*" list issued by OFAC, the EU Consolidated List of Financial Sanctions Targets, the Consolidated List of Financial Sanctions Targets issued by Her Majesty's Treasury, or any similar list issued or

maintained and made public by any of the Sanctions Authorities as amended, supplemented or substituted from time to time.

"**Sanctions Provision**" means paragraphs (c) to (f) of Clause 24.2 (*Undertakings*).

"**Scheme**" means the scheme of arrangement pursuant to Part 26 of the Companies Act between the Target and its shareholders to implement the Acquisition, pursuant to which the Company will, subject to the occurrence of the Scheme Effective Date, become the holder of the entire issued share capital of the Target.

"**Scheme Document**" means the document to be sent to (among others) the shareholders of the Target containing and setting out, among other things, the full terms and conditions of the Scheme, the explanatory statement required by section 897 of the Companies Act and the notices convening the required court meeting and general meeting, as such document may be amended, supplemented, revised, renewed or waived in accordance with this Agreement.

"**Scheme Effective Date**" means the date on which the Court Order sanctioning the Scheme is duly delivered on behalf of the Target to the Registrar of Companies in accordance with section 899 of the Companies Act.

"**Screen Rate**" means:

(a) in relation to Term SOFR, the US Dollar forward-looking term rate based on SOFR administered by CME Group Benchmark Administration Limited (CBA) (or any other person which takes over the administration and/or calculation of that rate) for the relevant period and published by CBA; and

(b) in relation to EURIBOR, the euro interbank offered rate administered by the European Union Money Market Institute (or any other person which takes over the administration and/or calculation of that rate) for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page EURIBOR01 of the Thomson Reuters or Refinitiv screen (or any replacement Thomson Reuters or Refinitiv page which displays that rate), or, in each case, on the appropriate page of such other information service which publishes that rate from time to time in place of CBA, Thomson Reuters or Refinitiv (as applicable). If such page is replaced or service ceases to be available, the Interim Facility Agent may specify another page or service displaying the appropriate rate in accordance with Clause 8.6 (*Replacement of Screen Rate*).

"**Security Interest**" means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, right of setoff, security trust, assignment, reservation of title or other security interest and any other agreement (including a sale and repurchase arrangement) having the commercial effect of conferring security.

"**SOFR**" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"**SOFR Administrator**" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"**Sponsor**" means Veritas Capital Fund Management, L.L.C and any of its Affiliates and funds and/or partnerships managed by it or any of its Affiliates but not including, in each case, any of their portfolio companies.

"**Squeeze-Out**" means an acquisition of the outstanding shares in the Target that the Company has not acquired, pursuant to the procedures contained in sections 979 to 982 of the Companies Act.

"**Sterling**" and "**GBP**" each means the lawful currency of the United Kingdom.

"**Subordinated Shareholder Document**" means any document creating or evidencing Subordinated Shareholder Liabilities.

"**Subordinated Shareholder Liabilities**" means any loan, note, bond or other indebtedness owed or issued by the Company to Holdco, provided that such loan, note, bond or other indebtedness is subordinated and postponed pursuant to Clause 15 (*Subordination*) or on substantially the same terms as the provisions of paragraph (a) of Clause 15 (*Subordination*) or otherwise on terms satisfactory to the Interim Facility Agent (acting on the instructions of the Majority Interim Lenders (acting reasonably)).

"**Subsidiary**" means, in relation to any person:

(a) an entity (including a partnership) of which that person has direct or indirect control; and

(b) an entity of which a person has direct or indirect control or owns directly or indirectly more than fifty (50) per cent. of the voting capital or similar right of ownership, and, for this purpose, control means the direct or indirect ownership of a majority of the voting share capital or similar ownership rights of that entity, or the right or ability to determine the composition of a majority of the board of directors (or equivalent body) of such entity or otherwise to direct the management of such entity whether by virtue of ownership of share capital, contract or otherwise and, in respect of an entity incorporated in Jersey, a subsidiary within the meaning of Articles 2 and 2A of the Companies (Jersey) Law 1991.

"**Super Majority Interim Lender Objection**" means, in respect of a document, supplement, proposal, request or amendment in relation to this Agreement or any other Interim Finance Document, that such document, supplement, proposal, request or amendment has been rejected by the Super Majority Interim Lenders, in each case by 11:00 a.m. on the date falling ten (10) Business Days (or such longer period which the Company notifies to the Interim Facility Agent) after the date on which the Company (or other member of the Group) delivers the relevant document, supplement, proposal, request or amendment to the Interim Facility Agent. Unless the Company notifies the Interim Facility Agent, Clause 28.3 (*Excluded Commitment*) and Clause 28.4 (*Disenfranchisement of Restricted Finance Parties*) shall not apply when determining the Super Majority Interim Lenders for these purposes (and, for the avoidance of doubt, the Company may elect for one or more of such Clauses to apply in respect of any particular document, supplement, proposal, request or amendment from time to time).

"**Super Majority Interim Lenders**" means, at any time, Interim Lenders:

(a) whose Interim Facility Commitments aggregate sixty-six and two thirds (66 2/3) per cent. or more of the Total Interim Facility Commitments; or

(b) if the Total Interim Facility Commitments have at that time been reduced to zero (0), whose Interim Facility Commitments aggregated sixty-six and two thirds (66 2/3) per cent. or more of the Total Interim Facility Commitments immediately prior to that reduction.

"**Takeover Code**" means the UK City Code on Takeovers and Mergers, as administered by the Panel, as amended from time to time.

"**Target**" means Bodycote plc, a public limited company incorporated in England and Wales with registered number 00519057.

"**TARGET Day**" means any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system is open for the settlement of payments in euro.

"**Target Group**" means the Target and each of its Subsidiaries from time to time.

"**Target Shares**" means the entire issued share capital of the Target, together with all rights attaching thereto or exercisable in respect thereof.

"**Tax**" means any present or future taxes, duties, levies, imposts, deductions, assessments or withholdings (including backup withholding), fees or other charges imposed by any governmental authority including interest, penalties or additions to tax applicable thereto.

"**Tax Confirmation**" means a written confirmation from an Interim Lender that the person beneficially entitled to interest payable to that Interim Lender in respect of an advance under an Interim Finance Document is either:

(a) a company resident in the United Kingdom for United Kingdom tax purposes;

(b) a partnership, each member of which is

(i) a company so resident in the United Kingdom; or

(ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 CTA) the whole of any share of interest in respect of that advance that falls to it by reason of Part 17 of the CTA; or

(c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing its chargeable profits (within the meaning of section 19 of the CTA) of that company.

"**Tax Credit**" means a credit against, relief or remission for, or repayment of, any Tax.

"**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under an Interim Finance Document, other than a FATCA Deduction.

"**Tax Payment**" means either the increase in a payment made by an Obligor to an Interim Finance Party under Clause 10.1 (*Gross-up*) or a payment under Clause 10.2 (*Tax indemnity*).

"**Tax Structure Memorandum**" means the structure memorandum prepared by PricewaterhouseCoopers LLP and supplied to the Arrangers on or before the date of this Agreement.

"**Term**" means each period determined under this Agreement for which the Issuing Bank is under a liability under a Bank Guarantee.

"**Term Sheet**" has the meaning given to that term in the Commitment Letter.

"**Term SOFR**" means, for an Interest Period of an Interim Non-Sterling Loan or an overdue amount denominated in US Dollars:

(a) the applicable Screen Rate for Term SOFR as of 5:00 p.m. (in New York) on the Rate Fixing Day for that currency for a period comparable to that Interest Period for that Interim Loan or overdue amount; or

(b) (if no Screen Rate for Term SOFR is available for a period comparable to the Interest Period of that Interim Loan or overdue amount) the Interpolated Term SOFR (rounded to the same number of decimal places as Term SOFR) for that Interim Loan or overdue amount,

provided that if the Screen Rate referred to in paragraph (a) above is not published as of 5:00 p.m. on such Rate Fixing Day then Term SOFR means the Screen Rate for Term SOFR on the first Business Day preceding that Rate Fixing Day so long as such Business Day is not more than three (3) Business Days prior to such Rate Fixing Day.

"**Total Interim Facility Commitments**" means at any time the aggregate of the Total Interim Term Facility Commitments and the Total Interim Revolving Facility Commitments.

"**Total Interim Term Facility Commitments**" means at any time the aggregate of the Interim Term Facility Commitments, being £960,000,000 as at the date of this Agreement.

"**Total Interim Revolving Facility Commitments**" means at any time the aggregate of the Interim Revolving Facility Commitments, being £200,000,000 as at the date of this Agreement.

"**Total Transaction Uses**" means an amount equal to:

(a) the aggregate amount of:

(i) the total aggregate cash consideration payable for the Target Shares on the Initial Closing Date; and

(ii) the principal amount of the Interim Term Facilities used on the Initial Closing Date to refinance any existing indebtedness of the Target Group (other than any amount which relates to cash pooling, working capital, bank guarantees or similar operational debt),

less:

(b) all cash and cash equivalent investments held by members of the Group (including any overfunding (howsoever described)) and the Target Group acquired on or as at the Initial Closing Date,

in each case, as identified in the Funds Flow Statements or, if no Funds Flow Statement is delivered, any sources and uses statement included in the Tax Structure Memorandum.

"**Treaty**" means a double taxation agreement which makes provision for full exemption from Tax imposed by the United Kingdom on interest.

"**Treaty Interim Lender**" means an Interim Lender which:

(a) is treated as a resident of a Treaty State for the purposes of the relevant Treaty;

(b) does not carry on a business in the United Kingdom through a permanent establishment with which that Interim Lender's participation in the relevant Interim Loan is effectively connected; and

(c) meets all other conditions in the relevant Treaty for full exemption from Tax imposed on interest by the United Kingdom, subject in each case to the completion of any necessary procedural formalities.

"**Treaty State**" means a jurisdiction having a double taxation agreement with the United Kingdom which makes provision for full exemption from Tax imposed by the United Kingdom on interest.

"**Transaction Documents**" means the Interim Finance Documents and the Acquisition Documents.

"**Transfer Certificate**" means a certificate substantially in the form set out in Schedule 7 (*Form of Transfer Certificate*) or in any other form agreed between the Interim Facility Agent and the Obligors' Agent.

"**Transfer Date**" means, in relation to an assignment or a transfer, the later of:

(a) the proposed Transfer Date specified in the relevant Assignment Agreement or Transfer Certificate; and

(b) the date on which the Interim Facility Agent executes the relevant Assignment Agreement or Transfer Certificate.

"**UK Non-Bank Interim Lender**" means:

(a) where an Interim Lender becomes a Party on the day on which this Agreement is entered into, an Interim Lender listed in Schedule 11 (*The Effective Date Interim Lenders*) and which gives a Tax Confirmation in this Agreement; and

(b) where an Interim Lender becomes a party after the day on which this Agreement is entered into, an Interim Lender which gives a Tax Confirmation in the Transfer Certificate, Assignment Agreement or Increase Confirmation which it executes on becoming a party.

"**US Code**" means the US Internal Revenue Code of 1986, as amended from time to time.

"**US Government Securities Business Day**" means any day other than:

(a) a Saturday or a Sunday; and

(b) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities.

"**U.S. Person**" means any United States citizen, lawful permanent resident, entity organized under the laws of the United States or any jurisdiction within the United States, including any foreign branch of any such entity, or any person in the United States.

"**VAT**" means:

(a) any value added tax imposed by the Value Added Tax Act 1994;

(b) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and

(c) any other tax of a similar nature, whether imposed in the United Kingdom or in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraphs (a) or (b) above, or imposed elsewhere.

PART II: Other References

1. In this Agreement, unless a contrary intention appears, a reference to:

(a) an ***agreement*** includes any legally binding arrangement, contract, deed or instrument (in each case, whether oral or written);

(b) an ***amendment*** includes any amendment, supplement, variation, novation, modification, replacement or restatement (however fundamental), and ***amend*** and ***amended*** shall be construed accordingly;

(c) ***assets*** includes properties, assets, businesses, undertakings, revenues and rights of every kind (including uncalled share capital), present or future, actual or contingent, and any interest in any of the above;

(d) a ***consent*** includes an authorisation, permit, approval, consent, exemption, licence, order, filing, registration, recording, notarisation, permission or waiver;

(e) a ***disposal*** includes any sale, transfer, grant, lease, licence or other disposal, whether voluntary or involuntary, and ***dispose*** will be construed accordingly;

(f) ***financial indebtedness*** means any indebtedness for or in respect of:

(i) moneys borrowed and debit balances at banks or other financial institutions;

(ii) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent);

(iii) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument other than performance bonds or documentary letters of credit issued in respect of obligations of the Group arising under the ordinary course of trading;

(iv) the amount of any liability in respect of finance leases;

(v) receivables sold or discounted;

(vi) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of such transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of such transaction, that amount) shall be taken into account);

(vii) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of payment obligations;

(viii) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the date which is six (6) months after the anticipated final maturity date of the Interim Term Facility under the Term Sheet;

(ix) any amount of any liability under an advance or deferred purchase agreement if the primary reason behind entering into the agreement is to raise finance;

(x) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing and classified as borrowings under IFRS; and

(xi) the amount of any liability in respect of any guarantee for any of the items referred to in (i) to (x) above;

(g) a ***guarantee*** includes (other than in Schedule 4 (*Guarantee and Indemnity*)):

(i) an indemnity, counter-indemnity, guarantee or similar assurance against loss in respect of any indebtedness of any other person; and

(ii) any other obligation of any other person, whether actual or contingent, to pay, purchase, provide funds (whether by the advance of money to, the purchase of or subscription for shares or other investments in, any other person, the purchase of assets or services, the making of payments under an agreement or otherwise) for the payment of, to indemnify against the consequences of default in the payment of, or otherwise be responsible for, any indebtedness of any other person,

and ***guaranteed*** and ***guarantor*** shall be construed accordingly;

(h) ***including*** means including without limitation, and ***includes*** and ***included*** shall be construed accordingly;

(i) ***indebtedness*** includes any obligation (whether incurred as principal, guarantor or surety and whether present or future, actual or contingent) for the payment or repayment of money;

(j) ***losses*** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including legal and other fees) and liabilities of any kind, and loss shall be construed accordingly;

(k) ***a month*** means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

(i) other than where paragraph (ii) applies:

(A) (subject to paragraph (C) below) if any such period would otherwise end on a day which is not a Business Day, it shall end on the next Business Day in the same calendar month or, if there is none, on the preceding Business Day;

(B) if there is no numerically corresponding day in the month in which that period is to end, that period shall end on the last Business Day in that later month; and

(C) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end;

(ii) in relation to any Interest Period for any Interim Sterling Loan (or any other period for the accrual of commission or fees) for which there are rules specified as "Business Day Conventions" in respect of that currency in the Compounded Rate Terms, those rules shall apply,

and references to ***months*** shall be construed accordingly;

(l) a page or screen of an information service displaying a rate shall include:

(i) any replacement page of that information service which displays that rate; and

(ii) the appropriate page of such other information service which displays that rate from time to time in place of that information service,

and, if such page or service ceases to be available, shall include any other page or service displaying that rate specified by the Interim Facility Agent after consultation with the Company;

(m) a ***Central Bank Rate*** shall include any successor rate to, or replacement rate for, that rate;

(n) a Major Event of Default being ***outstanding*** or ***continuing*** means that such Major Event of Default has occurred or arisen and has not been remedied or waived;

(o) an Acceleration Notice being ***outstanding*** means that such Acceleration Notice provided by the Interim Facility Agent under paragraph (a)(ii) of Clause 7.1 (*Repayment*) has not been revoked, withdrawn or cancelled by the Interim Facility Agent or otherwise ceases to have effect;

(p) a Super Majority Interim Lender Objection is ***continuing*** for so long as a Super Majority Interim Lender Objection has occurred and all the Super Majority Interim Lenders (or if applicable the Super Majority Interim Lenders in respect of any relevant or applicable Interim Facility(ies)) assert and continue to assert their objection in respect of the relevant document, supplement, proposal, request or amendment to which the Super Majority Interim Lender Objection relates (provided that such Super Majority Interim Lender Objection shall cease to be ***continuing*** on the first date on which any such objection is supported by less than the Super Majority Interim Lenders (or if applicable the Super Majority Interim Lenders in respect of any relevant or applicable Interim Facility(ies)) in each case as confirmed in writing by the Interim Facility Agent to the Company;

(q) a ***person*** includes any individual, trust, firm, fund, company, corporation, partnership, joint venture, government, state or agency of a state or any undertaking or other association (whether or not having separate legal personality);

(r) a ***regulation*** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but if not having the force of law compliance with which is customary) of any governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(s) a ***sub-participation*** means any sub-participation or sub-contract (whether written or oral) or any other agreement or arrangement having an economically substantially similar effect, including any credit default or total return swap or derivative (whether disclosed, undisclosed, risk or funded) by an Interim Lender of or in relation to any of its rights or obligations under, or its legal, beneficial or economic interest in relation to, the Interim Facilities and/or Interim Finance Documents to a counterparty and ***sub-participate*** shall be construed accordingly; and

(t) ***euro*** and ***€*** denotes the single currency unit of the Participating Member States, ***Sterling*** denotes the lawful currency of the United Kingdom, ***$*** and ***US Dollars*** denote the lawful currency of the United States of America.

2. In this Agreement, unless a contrary intention appears:

(a) a reference to a Party includes a reference to that Party's successors and permitted assignees or permitted transferees but does not include that Party if it has ceased to be a Party under this Agreement;

(b) references to paragraphs, Clauses, Schedules and Parts are references to, respectively, paragraphs, clauses of, schedules to and parts of schedules to this Agreement and references to this Agreement include its schedules;

(c) a reference to (or to any specified provision of) any agreement (including any of the Interim Finance Documents) is to that agreement (or that provision) as amended or novated (however fundamentally) and includes any increase in, extension of or change to any facility made available under any such agreement (unless such amendment or novation is contrary to the terms of any Interim Finance Document);

(d) a reference to a statute, statutory instrument or provision of law is to that statute, statutory instrument or provision of law, as it may be applied, amended or re-enacted from time to time;

(e) a reference to a time of day is, unless otherwise specified, to London time;

(f) the index to and the headings in this Agreement are for convenience only and are to be ignored in construing this Agreement; and

(g) the Latest Compounded Rate Supplement in relation to any currency or any Benchmark Rate Change made pursuant to paragraph (a) of Clause 8.6 (*Replacement of Screen Rate*) shall immediately be in full force and effect and shall automatically and unconditionally amend, waive and form part of this Agreement and shall be binding on all parties hereto, and shall override, amend and waiver anything relating to that currency in Schedule 12 (*Compounded Rate Terms*) or any earlier Compounded Rate Supplement or any other applicable terms of this Agreement in relation to such currency. Without prejudice to the foregoing, the Interim Finance Parties shall be required to enter into any amendment to the Interim Finance Documents required by the Company in order to facilitate or reflect any of the provisions contemplated by the Latest Compounded Rate Supplement, the Interim Facility Agent and the Interim Security Agent are each authorised and instructed by each Interim Finance Party (without any consent, sanction, authority or further confirmation from them) to execute any such amendments to the Interim Finance Documents (and shall do so on the request of and at the cost of the Company) and to make any Prevailing Market Determination requested by the Company.

3. A Bank Guarantee is "***repaid***" or "***prepaid***" (or any derivative form thereof) to the extent that:

(a) an Obligor provides cash cover for that Bank Guarantee or complies with its obligations under paragraph 1 (*Immediately payable*) and/or paragraph (b) of paragraph 6 (*Claims under a Bank Guarantee*) of Part II (*Bank Guarantees*) of Schedule 9 (*Bank Guarantees*);

(b) the maximum amount payable under the Bank Guarantee is reduced or cancelled in accordance with its terms or otherwise reduced or cancelled in a manner satisfactory to the Issuing Bank in respect of such Bank Guarantee (acting reasonably);

(c) the Bank Guarantee is returned by the beneficiary with its written confirmation that it is released and cancelled;

(d) a bank or financial institution with a long-term corporate credit rating from Moody's Investor Services Limited, Standard & Poor's Rating Services or Fitch Ratings Ltd at least equal to A-/A3 has issued a guarantee, indemnity, counter-indemnity or similar assurance against financial loss in respect of amounts due under that Bank Guarantee; or

(e) the Issuing Bank in respect of such Bank Guarantee (acting reasonably) has confirmed to the Interim Facility Agent that it has no further liability under or in respect of that Bank Guarantee, and the amount by which a Bank Guarantee is repaid or prepaid under paragraphs (a) to (d) above is the amount of the relevant cash cover, payment, release, cancellation, guarantee, indemnity, counter-indemnity, assurance or reduction.

4. The outstanding amount of a Bank Guarantee at any time is the maximum amount that is or may be payable by the relevant Issuing Bank in respect of that Bank Guarantee at that time less any amount of cash cover provided in respect of that Bank Guarantee or otherwise repaid or prepaid.

5. An Obligor provides *cash cover* for a Bank Guarantee if it pays an amount in the currency of the Bank Guarantee to an interest-bearing account with the relevant Issuing Bank in the name of the Obligor on the basis that the only withdrawals which may be made from such account (other than in respect of accrued interest) are withdrawals to pay the Issuing Bank amounts due and payable to it under this Agreement following any payment made by it under such Bank Guarantee (unless the relevant Bank Guarantee is repaid or prepaid as contemplated by Schedule 9 (*Bank Guarantees*) or any such withdrawal is made by the Issuing Bank at the direction, and on behalf of, the Obligor for the purpose of satisfying any and all of the liabilities which are the subject of such Bank Guarantees) and, for the purposes of this Agreement, a Bank Guarantee shall be deemed to be cash covered to the extent of any such provision of cash cover. If required by the relevant Issuing Bank, the relevant Obligor shall (subject to any applicable legal or regulatory restrictions) execute and deliver an additional Interim Security Document creating first ranking security over any such account held with it.

6. Notwithstanding any other term of the Interim Finance Documents, in this Agreement:

(a) a reference to the assets of an Obligor shall exclude the assets of any member of the Target Group and other Group Company; and

(b) no matter or circumstance in respect of, or breach by, any member of the Target Group or any Group Company which is not an Obligor shall relate to an Obligor or otherwise be deemed to constitute, or result in, a breach of any representation, warranty, undertaking or other term in the Interim Finance Documents, to have a Material Adverse Effect or to have a Major Event of Default.

7. Sanctions and Restricted Finance Parties:

(a) A Sanctions Provision shall only:

(i) be given by a Restricted Member of the Group; or

(ii) apply for the benefit of a Restricted Finance Party,

to the extent that that Sanctions Provision would not result in any violation by or expose of such entity or any directors, officer or employee thereof to any liability under any anti-boycott or blocking law, regulation or statute that is in force from time to time in the European Union or the United Kingdom (and/or any of its member states) that are applicable to such entity, including (x) EU Regulation (EC) 2271/96 and (y) §7 of the German *Auf3enwirtschaftsverordnung* (in connection with section 4 paragraph 1 no. 3 of the German *Auf3enwirtschaftsgesetz*).

(b) In connection with any amendment, waiver, determination or direction relating to any part of a Sanctions Provision in relation to which:

(i) an Interim Finance Party is a Restricted Finance Party; and

(ii) in accordance with paragraph (a) above, that Restricted Finance Party does not have the benefit of it:

(A) the Interim Facility Commitments of an Interim Lender that is a Restricted Finance Party; and

(B) the vote of any other Restricted Finance Party which would be required to vote in accordance with the provisions of this Agreement,

shall be excluded for the purpose of calculating the Total Interim Facility Commitments under the Interim Facility when ascertaining whether any relevant percentage of Total Interim Facility Commitments has been obtained to approve such amendment, waiver, determination or direction request and its status as an Interim Finance Party shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Interim Finance Parties has been obtained to approve such amendment, waiver, determination or direction.

8. Jersey terms

In each Interim Finance Document, where it relates to a person: (i) incorporated; (ii) established; (iii) constituted; (iv) formed; (v) which carries on, or has carried on, business; or (vi) that has immovable property, in each case, in Jersey, a reference to:

(a) a composition, compromise, assignment or arrangement with any creditor, winding up, liquidation, administration, dissolution, insolvency event or insolvency includes, without limitation, bankruptcy (as that term is interpreted pursuant to Article 8 of the Interpretation (Jersey) Law 1954), a compromise or arrangement of the type referred to in Article 125 of the Companies (Jersey) Law 1991 and any procedure or process referred to in Part 20B or Part 21 of the Companies (Jersey) Law 1991;

(b) a liquidator, receiver, administrative receiver, administrator or the like includes, without limitation, the Viscount of the Royal Court of Jersey, Autorisés or any other person performing the same function of each of the foregoing in Jersey; and

(c) Security or a security interest includes, without limitation, any hypothèque whether conventional, judicial or arising by operation of law and any security interest created pursuant to the Security Interests (Jersey) Law 1983 or Security Interests (Jersey) Law 2012 and any related Jersey legislation.

SCHEDULE 2

Form of Drawdown Request

PART I: Loan Request

To: [●]as Interim Facility Agent From: [●]

Date: [●]

[●] – Interim Facilities Agreement dated [●] (as amended and/or restated from time to time) (the "Interim Facilities Agreement")

1. We refer to the Interim Facilities Agreement. This is a Drawdown Request. Terms defined in the Interim Facilities Agreement shall have the same meanings when used in this Drawdown Request.

2. We wish to borrow an Interim Loan on the following terms:

   Interim Facility: [●]

   Drawdown Date: [●]

   Amount: [●]

   Currency: [●]

   Interest Period: [●]

3. Our [payment/delivery] instructions are: [●].

4. We confirm that each condition specified in paragraphs (b)(i) to (b)(iii) of Clause 3.1 (*Conditions Precedent*) is satisfied at the date of this Drawdown Request or will be satisfied on or before the proposed Drawdown Date.

5. The proceeds of this Interim Loan should be credited to [●].

6. This Drawdown Request is irrevocable.

_____

For and on behalf of
[●]
(as **Borrower**)

PART II: Bank Guarantee Request

To: [●] as Interim Facility Agent

From: [●]

Date: [●]

[●] – Interim Facilities Agreement dated [●] (as amended and/or restated from time to time) (the "Interim Facilities Agreement")

1. We refer to the Interim Facilities Agreement. This is a Bank Guarantee Request. Terms defined in the Interim Facilities Agreement shall have the same meanings when used in this Bank Guarantee Request.

2. We wish to borrow a Bank Guarantee on the following terms:

   Interim Facility: Interim Revolving Facility Drawdown Date: [●]

   Amount: [●]

   Currency: [●]

   Expiry Date: [●]

3. Our instructions are: [●]

4. A copy of the Bank Guarantee is attached.

5. We confirm that each condition specified in paragraphs (b)(i) to (b)(iii) of Clause 3.1 (*Conditions Precedent*) is satisfied at the date of this Bank Guarantee Request or will be satisfied on or before the proposed Drawdown Date.

6. This Bank Guarantee Request is irrevocable.

_____
For and on behalf of [●]
(as **Borrower**)

SCHEDULE 3

Conditions Precedent

1. The Company and Holdco

(a) Constitutional documents: a copy of the constitutional documents (including all amendments) of the Company and Holdco including any consents issued by the Jersey Financial Services Commission pursuant to the Control of Borrowing (Jersey) Order 1958 in respect of Holdco.

(b) Board approvals: if required by law or by the constitutional documents or customary in the relevant jurisdiction, a copy of a resolution of the board of directors or managers or equivalent body of each of the Company and Holdco:

(i) approving the terms of, and the transactions contemplated by, the Interim Finance Documents to which it is a party and resolving that it execute the Interim Finance Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Interim Finance Documents to which it is a party on its behalf; and

(iii) authorising a specified person or persons, on its behalf, to sign and/or dispatch all documents and notices (including, if relevant, any Drawdown Request or other notice) to be signed and/or dispatched by it under or in connection with the Interim Finance Documents to which it is a party.

(c) Specimen signatures: specimen signatures for the person(s) authorised in the resolutions referred to above (to the extent such person will execute an Interim Finance Document).

(d) Formalities certificates: a certificate from each of the Company and Holdco (signed by an authorised signatory):

(i) certifying that each copy document relating to it specified in paragraphs (a) and (b) above is correct, complete and (to the extent executed) in full force and effect and has not been amended or superseded prior to the date of this Agreement; and

(ii) confirming that, subject to the guarantee limitations set out in this Agreement, borrowing, guaranteeing or securing (as relevant) the Total Interim Facility Commitments would not cause any borrowing, guarantee or security limit binding on it (as relevant) to be exceeded.

2. Interim Finance Documents

A copy of the counterparts of the following Interim Security Document duly executed by Holdco and/or as the case may be, the Company:

Name of Grantor	Interim Security Document	Governing law of Interim Security Document
Holdco	English law limited recourse share pledge in respect of Holdco's shares in the capital of the Company and debt owed to Holdco by the Company	England & Wales

3. Legal Opinions

(a) A legal opinion from Ogier (Jersey) LLP, counsel to the Effective Date Interim Lenders in respect of Holdco's capacity to enter into the Interim Finance Documents.

(b) A legal opinion from Paul Hastings (Europe) LLP, counsel to the Effective Date Interim Lenders in respect of (i) the Company's capacity to enter into the Interim Finance Documents and (ii) the enforceability of the Interim Finance Documents governed by English law.

4. Others

(a) **Funds Flow Statement**: a funds flow statement setting out the sources and uses for the Acquisition to be made on or prior to the Interim Closing Date, **provided that** such funds flow statement shall not be required to be in form and substance satisfactory to the Majority Interim Lenders.

(b) **Fees**: reasonable evidence that all fees then due and payable to the Interim Finance Parties for their own account under the paragraph 6 of the Fee Letter on or before the Interim Closing Date in connection with the Interim Facilities will be paid concurrently with, or out of, the first advances under the Interim Facilities (or as otherwise agreed between the Obligors' Agent and the Interim Facility Agent), **provided that** a reference to payment of such fees and expenses in a Drawdown Request or the Funds Flow Statement shall be deemed to be reasonable evidence such that this condition precedent is satisfactory to the Majority Interim Lenders.

(c) **Financial model**: A financial model relating to the Group (provided that it is confirmed that the draft or final financial model which has been supplied to the Arrangers on or before the date of the Commitment Letter is in form and substance satisfactory to the Interim Facility Agent and a financial model in all material respects in that form tendered in satisfaction of this condition precedent will be satisfactory to the Interim Facility Agent).

(d) **Announcement**: a copy of the draft Announcement, in substantially the form in which it is to be released.

(e) **Acquisition:**

A certificate from the Company (signed by an authorised signatory) confirming that:

(i) either:

(A) in the case of a Scheme, the Scheme Effective Date has occurred; or

(B) in the case of an Offer, the Offer Unconditional Date has occurred; and

(ii) the Minimum Equity Investment is not, or will not be on the Initial Closing Date, less than 40% of the Total Transaction Uses,

in each case, as determined in good faith by the Company.

SCHEDULE 4

Guarantee and Indemnity

1. Guarantee and indemnity

Subject to the limitations set out in paragraph 10 (*Guarantee Limitation*) below, each Guarantor irrevocably and unconditionally, jointly and severally:

(a) guarantees to each Interim Finance Party punctual performance by each other Obligor of all its obligations under the Interim Finance Documents;

(b) undertakes with each Interim Finance Party that whenever an Obligor does not pay any amount when due (allowing for any applicable grace period) under or in connection with any Interim Finance Document, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and

(c) agrees with each Interim Finance Party that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Interim Finance Party immediately on demand against any cost, loss or liability it incurs as a result of an Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Interim Finance Document on the date when it would have been due. The amount payable by a Guarantor under this indemnity will not exceed the amount it would have had to pay under this paragraph 1 if the amount claimed had been recoverable on the basis of a guarantee,

(the "**Guarantee**").

2. Continuing Guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by an Obligor under the Interim Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

3. Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by an Interim Finance Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Guarantor under this Schedule 4 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

4. Waiver of defences

The obligations of each Guarantor under this Schedule 4 will not be affected by an act, omission, matter or thing which, but for this Schedule 4, would reduce, release or prejudice any of its obligations under this Schedule 4 (whether or not known to it or any Interim Finance Party) including:

(a) any time, waiver or consent granted to, or composition with, any Obligor or other person;

(b) the release of any Obligor or any other person under the terms of any composition or arrangement with any creditor of any Group Company;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;

(e) any amendment, novation, supplement, extension restatement (however fundamental and whether or not more onerous) or replacement of an Interim Finance Document or any other document or security including any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Interim Finance Document or other document or security;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Interim Finance Document or any other document or security; or

(g) any insolvency or similar proceedings.

5. Guarantor Intent

Without prejudice to the generality of paragraph 4 (*Waiver of defences*) above and paragraph 10 (*Guarantee Limitation*) below, each Guarantor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental and of whatsoever nature and whether or not more onerous) variation, increase, extension or addition of or to any of the Interim Finance Documents and/or any facility or amount made available under any of the Interim Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

6. Appropriations

Until all amounts which may be or become payable by the Obligors under or in connection with the Interim Finance Documents have been irrevocably paid in full, each Interim Finance Party (or any trustee or agent on its behalf) may:

(a) refrain from applying or enforcing any other moneys, security or rights held or received by that Interim Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and

order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and

(b) in respect of any amounts received or recovered by any Interim Finance Party after a claim pursuant to this guarantee in respect of any sum due and payable by any Obligor under this Agreement place such amounts in a suspense account (bearing interest at a market rate usual for accounts of that type) unless and until such moneys are sufficient in aggregate to discharge in full all amounts then due and payable under the Interim Finance Documents.

7. Deferral of Guarantors' rights

Until all amounts which may be or become payable by the Obligors under or in connection with the Interim Finance Documents have been irrevocably paid in full and unless the Interim Facility Agent otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Interim Finance Documents:

(a) to be indemnified by an Obligor;

(b) to claim any contribution from any other guarantor of any Obligor's obligations under the Interim Finance Documents;

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Interim Finance Parties under the Interim Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Interim Finance Documents by any Interim Finance Party;

(d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Guarantor has given a guarantee, undertaking or indemnity under paragraph 1 (*Guarantee and indemnity*) above;

(e) to exercise any right of set-off against any Obligor; and/or

(f) to claim or prove as a creditor of any Obligor in competition with any Interim Finance Party.

8. Release of Guarantors' right of contribution

If any Guarantor (a "**Retiring Guarantor**") ceases to be a Guarantor in accordance with the terms of the Interim Finance Documents for the purpose of any sale or other disposal of that Retiring Guarantor then on the date such Retiring Guarantor ceases to be a Guarantor:

(a) that Retiring Guarantor is released by each other Guarantor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Guarantor arising by reason of the performance by any other Guarantor of its obligations under the Interim Finance Documents; and

(b) each other Guarantor waives any rights it may have by reason of the performance of its obligations under the Interim Finance Documents to take the

benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Interim Finance Parties under any Interim Finance Document or of any other security taken pursuant to, or in connection with, any Interim Finance Document where such rights or security are granted by or in relation to the assets of the Retiring Guarantor.

9. Additional Security

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Interim Finance Party.

10. Guarantee Limitation

(a) No Guarantor's obligations and liabilities under this Schedule 4 and under any other guarantee or indemnity provision in any Interim Finance Document (the "**Guarantee Obligations**") will extend to include any obligation or liability and no Interim Security granted by a Guarantor will secure any Guarantee Obligation, if to the extent doing so would be unlawful financial assistance (notwithstanding any applicable exemptions and/or undertaking of any applicable prescribed whitewash or similar financial assistance procedures) in respect of the acquisition of shares in itself or its Holding Company or a Group Company under the laws of its jurisdiction of incorporation.

(b) Notwithstanding paragraph 1 above or any other provision of the Interim Finance Documents, no Guarantor shall be required to make any payment in respect of a Tax Deduction, or any increased payment, in respect of a payment made by it under the Guarantee to the extent that the Company would not have been required to make such a payment or increased payment had that payment been made by the Company.

SCHEDULE 5

Major Representations, Undertakings and Events of Default

PART I: Major Representations

1. Status

It is a private company with limited liability or a corporate partnership limited by shares duly incorporated and validly existing under the laws of its place of incorporation.

2. Power and authority

It has:

(a) subject to the Reservations, (or will have on the relevant date(s)) the power to enter into and deliver, and to exercise its rights and perform its obligations under, each Interim Finance Document to which it is or will be a party.

(b) (or, by the time of entry into each Interim Finance Document to which it will be a party, will have) taken all necessary corporate action to authorise the entry into and delivery of and the performance by it of its obligations under each Interim Finance Document to which it is or will be party.

(c) the power to own its assets and carry on its business as it is being conducted,

in each case, save to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

3. No conflict

The entry into and delivery of, and the exercise of its rights and the performance of its obligations under, each Interim Finance Document to which it is a party does not and will not, subject to the Reservations:

(a) contravene any law, regulation or order to which it is subject in a manner which would have a Material Adverse Effect; or

(b) conflict with its constitutional documents in any material respect; or

(c) breach any agreement or document binding upon it or any of its assets, or result in a default or right of any person to terminate any such agreement or document, or require it to make any payment to a third party, in each case, in a manner which would have a Material Adverse Effect.

4. Obligations binding

Subject to the Reservations and the Perfection Requirements, the obligations expressed to be assumed by it under each Interim Finance Document to which it is a party constitute its legal, valid, binding and enforceable obligations.

PART II: Major Undertakings

1. Acquisitions, mergers and joint ventures

Save for any Permitted Transaction, it will not:

(a) acquire or subscribe for any shares, stocks, securities convertible into share capital, or ownership interests in any person, or acquire any business, or incorporate any company, other than in connection with the Acquisition; or

(b) enter into any amalgamation, merger, demerger or reconstruction; or

(c) enter into, invest in or acquire any shares, stocks, securities convertible into share capital, or other interest in any joint venture or transfer any assets or lend to or guarantee or give an indemnity for or give security for the obligations of a joint venture or maintain the solvency of or provide working capital to any joint venture.

2. Negative pledge

It will not create or permit to subsist any Security Interest over any of its assets, other than:

(a) any Security Interest created or evidenced by the Interim Security Documents or the Transaction Documents;

(b) any netting, balance transfer or set-off arrangement entered into in the ordinary course of its banking arrangements (including any hedging) for the purpose of netting debit and credit balances;

(c) security arising under the general business conditions in the ordinary course of day-to- day business, including with any bank with whom Holdco or any Group Company maintains a banking relationship, including security under the general terms and conditions of those banks;

(d) security interests over credit balances created or subsisting pursuant to or in connection with cash pooling arrangements;

(e) security required to be provided pursuant to any Applicable Securities Law in connection with the Acquisition;

(f) any lien arising by operation of law or in the ordinary course of day-to-day business and not as a result of a default by a Group Company;

(g) any Security Interest arising under any Permitted Transaction; and

(h) any Security Interest arising under or in connection with the Long-term Financing Agreements.

3. Indebtedness

It will not incur or allow to remain outstanding any financial indebtedness, other than:

(a) financial indebtedness incurred under the Transaction Documents (including Bank Guarantees);

(b) any financial indebtedness in relation to a Permitted Transaction or to facilitate a Permitted Payment or arising under a Permitted Guarantee

(c) to the extent drawn down to refinance amounts outstanding under the Interim Finance Documents in full, financial indebtedness under the Long-term Financing Agreements;

(d) loans made in the ordinary course of intra-Group cash pooling arrangements;

(e) any financial indebtedness arising under any non-speculative hedging transaction

(f) in the case of Holdco, financial indebtedness owed by Holdco to a Holding Company of Holdco; and

(g) intra-Group financial indebtedness.

4. Disposals

Other than pursuant to (i) any Security Interest not prohibited pursuant to paragraph 2 (*Negative pledge*) above or (ii) any Permitted Transaction:

(a) Holdco will not dispose of any of its shares in the capital of the Company or any structural intercompany receivables owed to it by the Company; and

(b) the Company will not (once acquired) dispose of any of its shares in the capital of the Target.

5. Distributions

It will not:

(a) declare, make or pay, directly or indirectly, any dividend, or make any other distribution, or pay any interest or other amounts, whether in cash or otherwise, on or in respect of its share capital or any class of its share capital, repay or distribute any share premium reserve, or make any other payment to its shareholders; or

(b) redeem, purchase, defease, retire or repay any of its share capital; or

(c) pay any fee (or make any similar payment) to or to the order of any of its Holding Companies which is not a Group Company, the Sponsor, a Co-Investor or any of their Affiliates; or repay or pay any interest or other return on or in respect of any financial indebtedness (other than under the Interim Finance Documents),

except, in each case, any payment or transaction which is a Permitted Payment or any payment made or transaction entered into to facilitate a Permitted Payment.

6. Guarantees

Save for any Permitted Transaction or Permitted Guarantee, it shall not incur or allow to remain outstanding any guarantee in respect of financial indebtedness other than as may arise under or in connection with any financial indebtedness permitted under paragraph 3 (*Indebtedness*) above.

7. Loans out

Save for any Permitted Transaction or Permitted Loan, it shall not be a creditor in respect of financial indebtedness other than as may arise under the Interim Finance Documents and loans made to another Group Company, any credit balance held with any bank or financial institution, or any loan made for the purpose of, or to facilitate the making of, a Permitted Payment.

8. Offer/Scheme

(a) The Company shall:

(i) not amend or waive any material term or condition relating to the Acquisition from that set out in the Announcement (or the draft Announcement delivered to the Interim Facility Agent pursuant to paragraph 4 (*Others*) of Schedule 3 (Conditions Precedent)), in a manner which would be materially adverse to the interests of the Interim Lenders (taken as a whole) under the Interim Finance Documents, other than any amendment or waiver:

(A) required or requested by the Panel or any other relevant regulator or reasonably determined by the Company as being necessary or desirable to comply with the requirements or requests (as applicable) of the Panel or any other relevant regulator or any Applicable Securities Laws;

(B) to change the purchase price (or any amendment or waiver of any written agreement related thereto) in connection with the Acquisition;

(C) extending or reducing the period in which holders of the shares in the Target may accept the terms of the Scheme or (as the case may be) the Offer (including by reason of the adjournment of any meeting or court hearing);

(D) to the extent it relates to a term or condition of the Acquisition which the Company reasonably considers that it would not be entitled, in accordance with Rule 13.5(a) of the Takeover Code, to invoke so as to cause the Acquisition not to proceed, to lapse or to be withdrawn (and the other conditions to the Acquisition have been, or will contemporaneously be, satisfied or waived, as permitted under this Agreement);

(E) required to allow the Acquisition to switch from being effected by way of an Offer to a Scheme or from a Scheme to an Offer;

(F) in respect of the waiver of a condition, or a declaration that a condition is or has been satisfied, in each case as may be required to enable the Scheme to be approved or to become effective or, as the case may be, the Offer to become or be declared wholly unconditional (provided that, save as required by the Panel or any other relevant regulator or any Applicable Securities Laws, nothing in this paragraph (F) shall permit the Company to declare, accept, treat as satisfied or waive any condition of the Scheme or the Offer where the Company determines in good faith that the relevant condition is not actually satisfied or has not been complied with, to the extent that doing so would be materially adverse to the interests of the Interim Lenders (taken as a whole) under the Interim Finance Documents;

(G) contemplated or otherwise permitted by the terms of the Commitment Documents or the Interim Finance Documents; and/or

(H) made with the consent of the Majority Interim Lenders (such consent not to be unreasonably withheld, conditioned or delayed);

(ii) comply in all material respects with the Takeover Code (subject to any waiver or dispensation of any kind granted by, or as a result of any requirements of, the Panel or any other relevant regulator or any Applicable Securities Laws) in relation to the Acquisition, save where non-compliance would not be materially adverse to the interests of the Interim Lenders (taken as a whole) under the Interim Finance Documents; and

(iii) not take any steps as a result of which any member of the Group is obliged to make a mandatory offer under Rule 9 of the Takeover Code.

(b) If the Acquisition is effected by way of an Offer, the Company shall not reduce the Acceptance Condition to lower than the Minimum Acceptance Condition, other than with the consent of all of the Interim Lenders (such consent not to be unreasonably withheld, conditioned or delayed).

PART III: Major Events of Default

1. Payment default

Following the Interim Closing Date, the Obligors do not pay on the due date any amount payable by them under the Interim Finance Documents (in so far as it relates to the payment of principal and/or interest and/or the closing payments specified in paragraph 6 of the Fee Letter) in the manner required under the Interim Finance Documents unless, in the case of principal or interest, payment is made within three (3) Business Days of the due date and, in the case of any payments specified in paragraph 6 of the Fee Letter, payment is made within five (5) Business Days of the due date.

2. Breach of other obligations

The Company does not comply with any Major Undertaking (other than those referred to in paragraph 1 (*Payment default*) above) or Holdco does not comply with the Major Undertaking at sub-paragraph (a) of paragraph 4 (*Disposals*) of Part II (*Major Undertakings*) of Schedule 5 (*Major Representations, Undertakings and Events of Default*) and, if capable of remedy, the same is not remedied within twenty-one (21) Business Days of the earlier of the Obligors' Agent (a) becoming aware of a failure to comply and (b) receiving written notice from the Interim Facility Agent notifying it of non-compliance.

3. Misrepresentation

A Major Representation is incorrect or misleading in any material respect when made and, if capable of remedy, the same is not remedied within twenty-one (21) Business Days of the earlier of the Obligors' Agent (a) becoming aware of a failure to comply and (b) receiving written notice from the Interim Facility Agent notifying it of such misrepresentation.

4. Invalidity/repudiation

Any of the following occurs:

(a) subject to the Reservations and the Perfection Requirements, any material obligation of the Company or Holdco under any Interim Finance Document is or becomes invalid or unenforceable, in each case, in a manner which is materially adverse to the interests of the Interim Lenders (taken as a whole) under the Interim Finance Documents;

(b) subject to the Reservations and the Perfection Requirements, it is or becomes unlawful in any applicable jurisdiction for the Company or Holdco to perform any of their material obligations under any Interim Finance Document, in each case, in a manner which is materially adverse to the interests of the Interim Lenders (taken as a whole) under the Interim Finance Documents; or

(c) the Company or Holdco repudiates or rescinds an Interim Finance Document and such repudiation or rescission is materially adverse to the interests of the Interim Lenders (taken as a whole) under the Interim Finance Documents, and, in each case, where capable of remedy, the circumstances are not remedied within twenty-one (21) Business Days of the earlier of the Obligors' Agent (a)

becoming aware of a failure to comply and (b) receiving a written notice from the Interim Facility Agent notifying it of that failure.

5. Insolvency

The Company or Holdco:

(a) is unable to pay its debts as they fall due (other than solely as a result of liabilities exceeding assets) or suspends making payments on all or a material part of its debts or publicly announces in writing an intention to do so; or

(b) by reason of actual or anticipated financial difficulties commences negotiations with its financial creditors generally (excluding the Interim Finance Parties) with a view to rescheduling of its indebtedness generally.

6. Insolvency proceedings

(a) Any of the following occurs in respect of any of the Company or Holdco:

(i) any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, examiner, receiver, administrative receiver, administrator or similar officer is appointed in respect of it or any of its material assets; or

(ii) an application for the judicial winding-up or its liquidation,

or any analogous proceedings in any jurisdiction.

(b) Paragraph (a) above shall not apply to:

(i) any proceedings or actions which are contested in good faith and discharged, stayed or dismissed within twenty-eight (28) days of commencement;

(ii) any petition or similar presented by a creditor which is:

(A) being contested in good faith and due diligence and the relevant entity has demonstrated to the Interim Facility Agent (acting reasonably and in good faith) that it has sufficient financial means to meet the amount of the claim requested by the creditor;

(B) in the opinion of the Obligors' Agent (acting reasonably and in good faith), frivolous and vexatious; or

(C) discharged within twenty-one (21) Business Days; or

(iii) any Permitted Transaction or any step or other matter set out in or contemplated by the Tax Structure Memorandum (other than any exit steps described therein).

7. Similar events elsewhere

There occurs in relation to the Company or Holdco or any of its assets in any country or territory in which it is incorporated or carries on business or to the jurisdiction of whose courts it or any of its assets are subject, any event or circumstance which corresponds to any of those mentioned in paragraphs 5 (*Insolvency*) or 6 (*Insolvency proceedings*) above.

8. Change of control

(a) at any time prior to a Listing:

(i) the Relevant Holders, taken together, cease (directly or indirectly) to have the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to appoint directors or other equivalent officers of the Company which control the majority of the votes which may be cast at a meeting of the board of directors of the Company; or

(ii) the Relevant Holders, taken together, cease (directly or indirectly) to beneficially own and control at least 50% of the issued voting share capital of the Company (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital);

(b) until six months after a Listing:

(i) the Relevant Holders, taken together, cease (directly or indirectly) to beneficially own and control more than 30% of the issued voting share capital of the Company (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital); or

(ii) any person or group of persons acting in concert (other than with the Relevant Holders and any person directly or indirectly controlled by any of them) acquires directly or indirectly beneficially more of the issued voting share capital of the Company than is held (directly or indirectly) in aggregate by the Relevant Holders;

(c) on and from six months after a Listing, any person or group of persons acting in concert (other than with the Relevant Holders and any person directly or indirectly controlled by any of them) gains control of share capital providing the right to cast more than 50% of the votes at a general meeting of the Company;

(d) at any time, Holdco ceases to directly own legally and beneficially 100% of the issued share capital of the Company; or

(e) a sale of all or substantially all of the business and/or assets of the Group (whether in a single transaction or a series of transactions) which is not permitted by this Agreement.

(f) For the purpose of this paragraph 8, **acting in concert** means a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition and/or ownership of voting shares

in the Company, to obtain or consolidate control (directly or indirectly) of the Company, provided that the persons voting in the same or consistent manner at any general meeting of the Company will not be considered to be acting in concert by virtue only of exercising their votes in such manner.

(g) Notwithstanding the foregoing, a transaction shall not be considered or deemed a Change of Control:

(i) as a result of any temporary roll-up or similar transaction and/or arrangement by or with investors or other selling shareholders in connection with the Acquisition and/or any other acquisition or investment;

(ii) by virtue of the incorporation, insertion or inclusion of a new entity which becomes a Holding Company of the Company (a "**New Holding Entity**"), provided that:

(A) the New Holding Entity pledges, in favour of the Interim Security Agent (for the benefit of the Interim Finance Parties), 100% of the shares in the Company;

(B) such New Holding Entity is organised, formed or incorporated (as the case may be) in the United Kingdom or any other jurisdiction where the enforcement of any security over the shares in the relevant New Holding Entity is not materially adverse to the interests of the Interim Finance Parties (as determined by the Company acting reasonably); and

(C) as soon as reasonably practicable following such New Holding Entity becoming a Holding Company of the Company, the New Holding Entity accedes to (or otherwise replaces or is deemed to be a successor to Holdco in each relevant capacity under) the Interim Finance Documents to which Holdco is a party as Holdco; or

(iii) as a result of any step, matter or transaction entered into in order to effect a Permitted Transaction under paragraph (c) of the definition thereof.

(d) For the purpose of this Agreement:

(i) "**Listing**" means the listing or the admission to trading of all or any part of the share capital of the Company or any of its Holding Companies (other than the Sponsor) on any recognised investment exchange (as that term is used in the Financial Services and Markets Act 2000) or in or on any other exchange or market in any jurisdiction or country, or any other sale or issue by way of listing, flotation or public offering or any equivalent circumstances in relation to the Company or any of its Holding Companies (other than the Sponsor) in any jurisdiction or country.

(ii) "**Management Stockholders**" means the members of management of Holdco, the Company or a Group Company who are investors in Holdco or any direct or indirect parent company of Holdco.

(iii) "**Relevant Holders**" means (A) the Sponsor; (B) any other person investing directly or indirectly in the Company no later than the date falling 90 days after the Initial Closing Date; and (C) the Management Stockholders.

SCHEDULE 6

Impairment and Replacement of Interim Finance Parties

PART I: Impaired Agent

1. Impaired Agent

(a) If, at any time, an Agent becomes an Impaired Agent, the Obligors' Agent, an Obligor or an Interim Lender which is required to make a payment under the Interim Finance Documents to the Agent in accordance with Clause 12 (*Payments*) or otherwise under an Interim Finance Document may instead either pay that amount direct to the required recipient or pay that amount to an interest bearing account held with an Acceptable Bank in relation to which no Insolvency Event has occurred and is continuing, in the name of the Obligors' Agent or the Obligor or the Interim Lender making the payment and designated as a trust account for the benefit of the Party or Parties beneficially entitled to that payment under the Interim Finance Documents. In each case such payments must be made on the due date for payment under the Interim Finance Documents.

(b) All interest accrued on the amount standing to the credit of the trust account shall be for the benefit of the beneficiaries of that trust account pro rata to their respective entitlements.

(c) A Party which has made a payment in accordance with this paragraph 1 shall be discharged of the relevant payment obligation under the Interim Finance Documents and shall not take any credit risk with respect to the amounts standing to the credit of the trust account.

(d) Promptly upon the appointment of a successor Agent in accordance with paragraph 3 (*Replacement of an Agent*) below, each Party which has made a payment to a trust account in accordance with this paragraph 1 shall give all requisite instructions to the bank with whom the trust account is held to transfer the amount (together with any accrued interest) to the successor Agent for distribution in accordance with Clause 19.1 (*Recoveries*).

(e) A Party which has made a payment in accordance with paragraph 1 shall, promptly upon request by a recipient and to the extent:

(i) that it has not given an instruction pursuant to paragraph (d) above; and

(ii) that it has been provided with the necessary information by that recipient, give all requisite instructions to the bank with whom the trust account is held to transfer the relevant amount (together with any accrued interest) to that recipient.

2. Communication when an Agent is an Impaired Agent

If an Agent is an Impaired Agent, the Parties may, instead of communicating with each other through that Agent, communicate with each other directly and (while an Agent is an Impaired Agent) all the provisions of the Interim Finance Documents which require

communications to be made or notices to be given to or by the Agents shall be varied so that communications may be made and notices given to or by the relevant Parties directly. This provision shall not operate after a replacement Agent has been appointed.

3. Replacement of an Agent

(a) The Majority Interim Lenders or the Obligors' Agent may by giving ten (10) days' notice to an Agent which is an Impaired Agent replace that Agent by appointing a successor Agent (which shall be acting through an office in the United Kingdom).

(b) The retiring Agent shall (at its own cost, and otherwise at the expense of the Interim Lenders):

(i) make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Interim Finance Documents; and

(ii) enter into and deliver to the successor Agent those documents and effect any registrations and notifications as may be required for the transfer or assignment of all its rights and benefits under the Interim Finance Documents to the successor Agent.

(c) An Obligor must take any action and enter into and deliver any document which is necessary to ensure that any Interim Security Document provides for effective and perfected Interim Security in favour of any successor Agent.

(d) The appointment of the successor Agent shall take effect on the date specified in the notice from the Majority Interim Lenders or the Obligors' Agent to the retiring Agent. As from this date, the retiring Agent shall be discharged from any further obligation in respect of the Interim Finance Documents (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date).

(e) Any successor Agent and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

(f) An Agent (the "**Relevant Agent**") shall resign and the Majority Interim Lenders shall replace the Interim Facility Agent in accordance with paragraph (a) above if on or after the date which is three months before the earliest FATCA Application Date relating to any payment to the Relevant Agent under the Interim Finance Documents, either:

(i) the Relevant Agent fails to respond to a request under Clause 10.7 (*FATCA information*) and the Obligors' Agent or an Interim Lender reasonably believes that the Relevant Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

(ii) the information supplied by the Relevant Agent pursuant to Clause 10.7 (*FATCA information*) indicates that the Relevant Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or

(iii) the Relevant Agent notifies the Obligors' Agent and the Interim Lenders that the Relevant Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

and (in each case) the Obligors' Agent or an Interim Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Relevant Agent were a FATCA Exempt Party, and the Obligors' Agent or that Interim Lender, by notice to the Relevant Agent, requires it to resign.

PART II: Defaulting Lender

1. For so long as a Defaulting Lender has any undrawn Interim Facility Commitment, in ascertaining (i) the Majority Interim Lenders; or (ii) whether any given percentage (including, for the avoidance of doubt, unanimity) of the Total Interim Facility Commitments under the relevant Interim Facility/ies or the agreement of any specified group of Interim Lenders has been obtained to approve any request for a consent, waiver, amendment or other vote of Interim Lenders under the Interim Finance Documents, that Defaulting Lender's Interim Facility Commitments under the relevant Interim Facility/ies will be reduced by the amount of its undrawn Interim Facility Commitments under the relevant Interim Facility/ies and, to the extent that that reduction results in that Defaulting Lender's Total Interim Facility Commitments being zero, that Defaulting Lender shall be deemed not to be an Interim Lender for the purposes of (i) and (ii) above.

2. For the purposes of paragraph 1 above, the Interim Facility Agent may assume that the following Interim Lenders are Defaulting Lenders:

   (a) any Interim Lender which has notified the Interim Facility Agent that it has become a Defaulting Lender;

   (b) any Interim Lender in relation to which it is aware that any of the events or circumstances referred to in paragraphs (a), (b) or (c) of the definition of Defaulting Lender has occurred, unless it has received notice to the contrary from the Interim Lender concerned (together with any supporting evidence reasonably requested by the Interim Facility Agent) or the Interim Facility Agent is otherwise aware that the Interim Lender has ceased to be a Defaulting Lender.

3. Without prejudice to any other provision of this Agreement, the Agents may disclose and, on the written request of the Obligors' Agent or the Majority Interim Lenders, shall, as soon as reasonably practicable, disclose the identity of a Defaulting Lender to the Obligors' Agent and to the other Interim Finance Parties.

4. If any Interim Lender becomes a Defaulting Lender, the Obligors' Agent may, at any time whilst the Interim Lender continues to be Defaulting Lender, give the Interim Facility Agent three (3) Business Days' notice of cancellation of all or any part of each undrawn Interim Facility Commitment of that Interim Lender.

PART III: Replacement of an Interim Lender / Increase

1. Replacement of an Interim Lender

(a) If at any time:

(i) any Interim Finance Party becomes or is a Non-Consenting Lender (as defined in paragraph (d) below); or

(ii) an Obligor becomes obliged to repay any amount in accordance with Clause 11.3 (*Illegality*) or to pay additional amounts pursuant to Clause 10 (*Taxes*) or Clause 11.1 (*Increased Costs*) to any Interim Finance Party; or

(iii) any Interim Finance Party invokes the benefit of Clause 9 (*Market Disruption*); or

(iv) any Interim Finance Party becomes or is a Defaulting Lender,

then the Obligors' Agent may, on no less than five (5) Business Days' prior written notice (a "**Replacement Notice**") to the Interim Facility Agent and such Interim Finance Party (a "**Replaced Lender**"):

(A) replace a participation of such Replaced Lender by requiring such Replaced Lender to (and such Replaced Lender shall) transfer pursuant to Clause 25 (*Changes to Parties*) on such dates as specified in the Replacement Notice all or part of its rights and obligations under this Agreement to an Interim Lender constituting a New Interim Lender under Clause 25.2 (*Transfers by Interim Lenders*) (a "**Replacement Lender**") selected by the Obligors' Agent, which confirms its (or their) willingness to assume and does assume all or part of the obligations of the Replaced Lender (including the assumption of the Replaced Lender's participations or unfunded or undrawn participations (as the case may be) on the same basis as the Replaced Lender) for a purchase price in cash payable at the time of transfer in an amount equal to the applicable outstanding principal amount of such Replaced Lender's participation in the outstanding Interim Utilisations and all related accrued interest, Break Costs and other amounts payable in relation thereto under the Interim Finance Documents in respect of such transferred participation; and/or

(B) prepay on such dates as specified in the Replacement Notice all or any part of such Interim Lender's participation in the outstanding Interim Utilisations and all related accrued interest, Break Costs and other amounts payable in relation thereto under the Interim Finance Documents in respect of such participation; and/or

(C) cancel all or part of the undrawn Interim Facility Commitments of that Replaced Lender on such dates as specified in the Replacement Notice.

(b) Any notice delivered under paragraph (a) above (or any subsequent notice for this purpose, as applicable) may be accompanied by a Transfer Certificate complying with Clause 25.5 (*Procedure for transfer*) and/or an Assignment Agreement complying with Clause 25.6 (*Procedure for assignment*) and any other related documentation to effect the transfer or assignment, which Transfer Certificate, Assignment Agreement and any other related documentation to effect the transfer or assignment (if attached) shall be promptly (and by no later than three (3) Business Days from receiving such Transfer Certificate, Assignment Agreement and any other related documentation) executed by the relevant Replaced Lender and returned to the Obligors' Agent.

(c) Notwithstanding the requirements of Clause 25 (*Changes to Parties*) or any other provisions of the Interim Finance Documents, if a Replaced Lender does not execute and/or return a Transfer Certificate, an Assignment Agreement and any other related documentation to effect the transfer or assignment as required by paragraph (b) above within three (3) Business Days of delivery by the Obligors' Agent, the relevant transfer or transfers or assignment and assignments shall automatically and immediately be effected for all purposes under the Interim Finance Documents on payment of the replacement amount to the Interim Facility Agent (for the account of the relevant Replaced Lender), and the Interim Facility Agent may (and is authorised by each Interim Finance Party to) execute, without requiring any further consent or action from any other party, a Transfer Certificate, Assignment Agreement and any other related documentation to effect the transfer or assignment on behalf of the relevant Replaced Lender which is required to transfer its rights and obligations or assign its rights under this Agreement pursuant to paragraph (a) above which shall be effective for the purposes of Clause 25.5 (*Procedure for transfer*) and Clause 25.6 (*Procedure for assignment*). The Interim Facility Agent shall not be liable in any way for any action taken by it pursuant to this paragraph 1 and, for the avoidance of doubt, the provisions of Clause 18.4 (*Exoneration of the Arrangers and the Agents*) shall apply in relation thereto.

(d) If the Obligors' Agent or the Interim Facility Agent (at the request of the Obligors' Agent) has requested the Interim Lenders to give a consent in relation to, or to agree to a release, waiver or amendment of, any provisions of the Interim Finance Documents or other vote of the Interim Lenders under the terms of this Agreement, where the requested consent, release, waiver or amendment is one which requires greater than Majority Interim Lender consent pursuant to this Agreement and has been agreed to by the Majority Interim Lenders, then any Interim Lender who has not consented or agreed (or fails to reject) to such request by the end of the period of ten (10) Business Days (or any other period of time notified by the Obligors' Agent, with the prior agreement of the Interim Facility Agent if the period for this provision to operate is less than ten (10) Business Days) of a request being made such Interim Lender shall be deemed a "**Non-Consenting Lender**".

(e) If any Non-Consenting Lender fails to assist with any step required to implement the Obligors' Agent's right to prepay that Non-Consenting Lender or to replace that Non-Consenting Lender pursuant to this paragraph 1 within three (3) Business Days of a request to do so by the Obligors' Agent, then that Non-Consenting Lender shall be automatically excluded from participating in that vote, and its participations, Interim Facility Commitments and vote (as the case may be) shall not be included (or, as applicable, required) with the Total Interim Facility Commitments or otherwise when ascertaining whether the approval of Majority Interim Lenders, all Interim Lenders, or any other class of Interim Lenders (as applicable) has been obtained with respect to that request for a consent or agreement; and its status as an Interim Lender shall be disregarded for the purpose of ascertaining whether the agreement or any specified group of Interim Lenders has been obtained to approve the request.

2. Increase

(a) The Obligors' Agent may by giving prior notice to the Interim Facility Agent after the effective date of a cancellation of:

(i) the undrawn Interim Facility Commitments of a Defaulting Lender in accordance with paragraph 3 of Part II (*Defaulting Lender*) of this Schedule 6; or

(ii) the Interim Facility Commitments of an Interim Lender in accordance with Clause 11.3 (*Illegality*) or paragraph 1 (*Replacement of an Interim Lender*) above, request that the Interim Facility Commitments relating to any Interim Facility be increased (and the Interim Facility Commitments relating to that Interim Facility shall be so increased) up to the amount of the undrawn Interim Facility Commitments or Interim Facility Commitments relating to that Interim Facility so cancelled as described in the following paragraphs.

(b) Following a request as described in paragraph (a) above:

(i) the increased Interim Facility Commitments will be assumed by one or more Interim Lenders or other banks, financial institutions, trusts, funds or other entities (each an "**Increase Lender**") selected by the Obligors' Agent and each of which confirms in writing (whether in the relevant Increase Confirmation or otherwise) its willingness to assume and does assume all the obligations of an Interim Lender corresponding to that part of the increased Interim Facility Commitments which it is to assume, as if it had been an Effective Date Interim Lender;

(ii) each of the Obligors and any Increase Lender shall assume obligations towards one another and/or acquire rights against one another as the Obligors and the Increase Lender would have assumed and/or acquired had the Increase Lender been an Effective Date Interim Lender;

(iii) each Increase Lender shall become a Party as an Interim Lender and any Increase Lender and each of the other Interim Finance Parties shall assume obligations towards one another and acquire rights against one

another as that Increase Lender and those Interim Finance Parties would have assumed and/or acquired had the Increase Lender been an Effective Date Interim Lender;

(iv) the Interim Facility Commitments of the other Interim Lenders shall continue in full force and effect; and

(v) any increase in the Interim Facility Commitments relating to an Interim Facility shall take effect on the date specified by the Obligors' Agent in the notice referred to above or any later date on which the conditions set out in paragraph (c) below are satisfied.

(c) An increase in the Interim Facility Commitments relating to an Interim Facility will only be effective on:

(i) the execution by the Interim Facility Agent of an Increase Confirmation from the relevant Increase Lender;

(ii) in relation to an Increase Lender which is not an Interim Lender immediately prior to the relevant increase the Interim Facility Agent being satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the assumption of the increased Interim Facility Commitments by that Increase Lender. The Interim Facility Agent shall promptly notify the Obligors' Agent and the Increase Lender upon being so satisfied.

(d) Each Increase Lender, by executing the Increase Confirmation, confirms that the Interim Facility Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Interim Lender or Interim Lenders in accordance with this Agreement on or prior to the date on which the increase becomes effective.

(e) The Interim Facility Agent shall, as soon as reasonably practicable after it has executed an Increase Confirmation, send to the Obligors' Agent a copy of that Increase Confirmation.

(f) Clause 25.4 (*Limitation of responsibility of Existing Interim Lenders*) shall apply mutatis mutandis in this paragraph 2 in relation to an Increase Lender as if references in that Clause to:

(i) an "**Existing Interim Lender**" were references to all the Interim Lenders immediately prior to the relevant increase;

(ii) the "**New Interim Lender**" were references to that Increase Lender; and

(iii) a "**re-transfer**" and "**re-assignment**" were references to respectively a transfer and assignment.

PART IV: Form of Increase Confirmation

To: [●] as Interim Facility Agent, [●] as Interim Security Agent and [●] as Borrower

From: [●] (the "**Increase Lender**")

Dated: [●]

[●] – Interim Facilities Agreement dated [●] (as amended and/or restated from time to time) (the "Interim Facilities Agreement")

1. We refer to the Interim Facilities Agreement. This agreement (the *Agreement*) shall take effect as an Increase Confirmation for the purpose of the Interim Facilities Agreement. Terms defined in the Interim Facilities Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.

2. We refer to paragraph 2 (Increase) of Part III (Replacement of an Interim Lender / Increase) of Schedule 6 (Impaired Agent, Replacement of an Agent, Defaulting Lender, Replacement of an Interim Lender / Increase,) of the Interim Facilities Agreement.

3. The Increase Lender agrees to assume and will assume all of the obligations corresponding to the Interim Facility Commitment specified in the Schedule (the "Relevant Commitment") as if it was an Effective Date Interim Lender under the Interim Facilities Agreement.

4. The proposed date on which the increase in relation to the Increase Lender and the Relevant Commitment is to take effect (the "**Increase Date**") is [●].

5. On the Increase Date, the Increase Lender becomes party to the relevant Interim Finance Documents as an Interim Lender.

6. The Facility Office, address, email address and attention details for notices to the Increase Lender for the purposes of Clause 21.1 (*Mode of service*) of the Interim Facilities Agreement are set out in the Schedule.

7. The Increase Lender expressly acknowledges the limitations on the Interim Lenders' obligations referred to in paragraph (f) of paragraph 2 (*Increase*) of Part III (*Replacement of an Interim Lender / Increase*) of Schedule 6 (*Impairment and Replacement of Interim Finance Parties*) of the Interim Facilities Agreement.

8. The Increase Lender confirms, for the purposes of Clause 10.4 (*Interim Lender Status Confirmation*), which of the following categories applies to it: [not a Qualifying Interim Lender;] [a Qualifying Interim Lender (other than a Treaty Interim Lender); or] [a Treaty Interim Lender.] If it is a Treaty Interim Lender that wishes the HMRC DT Treaty Passport scheme to apply to this Agreement, its scheme reference number is [●] and its jurisdiction of tax residence is [●].

9. This Agreement 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 Agreement.

10. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

11. This Agreement has been entered into on the date stated at the beginning of this Agreement.

Note: The execution of this Increase Confirmation may not be sufficient for the Increase Lender to obtain the benefit of the Interim Security in all jurisdictions. It is the responsibility of the Increase Lender to ascertain whether any other documents or other formalities are required to obtain the benefit of the Interim Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

The Schedule to the Increase Confirmation

Relevant Commitment/rights and obligations to be assumed by the Increase Lender

[INSERT RELEVANT DETAILS]

[*Facility office address, email address and attention details for notices and account details for payments*]

_____
[**Increase Lender**]

By:

This Agreement is accepted as an Increase Confirmation for the purposes of the Interim Facilities Agreement by the Interim Facility Agent.

_____
[**Interim Facility Agent**]

By:

PART V: Definitions

Capitalised terms in this Schedule 6 shall have the meanings ascribed to such terms in Schedule 1 (*Definitions and Interpretation*) and this Part V, as applicable.

"**Acceptable Bank**" means a bank or financial institution which has a long term credit rating of at least BBB-by Standard & Poor's Rating Services or Fitch Ratings Ltd or at least Baa3 by Moody's Investor Services Limited or a comparable rating from an internationally recognised credit rating agency; or any Interim Finance Party or any Affiliate of an Interim Finance Party.

"**Defaulting Lender**" means any Interim Lender:

(a) which has failed to make its participation in an Interim Loan available (or has notified the Interim Facility Agent or the Obligors' Agent (which has notified the Interim Facility Agent) that it will not make its participation in an Interim Loan available) by the Drawdown Date of that Interim Loan in accordance with Clause 6.3 (*Advance of Interim Loans*) or which has failed to provide cash collateral;

(b) which has otherwise rescinded or repudiated an Interim Finance Document; or

(c) with respect to which an Insolvency Event has occurred and is continuing.

"**Impaired Agent**" means an Agent at any time when:

(a) it has failed to make (or has notified a Party that it will not make) a payment required to be made by it under the Interim Finance Documents by the due date for payment;

(b) the Agent otherwise rescinds or repudiates an Interim Finance Document;

(c) (if the Agent is also an Interim Lender) it is a Defaulting Lender under paragraphs (a) or (b) of the definition of Defaulting Lender; or

(d) an Insolvency Event has occurred and is continuing with respect to the Agent, unless, in the case of paragraph (a) above:

(i) its failure to pay is caused by administrative or technical error or a Disruption Event and payment is made within three (3) Business Days of its due date; or

(ii) the Agent is disputing in good faith whether it is contractually obliged to make the payment in question.

"**Increase Confirmation**" means a confirmation substantially in the form set out in Part IV (*Form of Increase Confirmation*) of this Schedule 6.

"**Insolvency Event**" in relation to an entity means that the entity:

(a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;

(c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;

(e) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (d) above and:

(i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or

(ii) is not dismissed, discharged, stayed or restrained in each case within thirty (30) days of the institution or presentation thereof;

(f) has exercised in respect of it one or more of the stabilisation powers pursuant to Part 1 of the Banking Act 2009 and/or has instituted against it a bank insolvency proceeding pursuant to Part 2 of the Banking Act 2009 or a bank administration proceeding pursuant to Part 3 of the Banking Act 2009;

(g) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);

(h) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

(i) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty (30) days thereafter;

(j) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (i) above; or

(k) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

"**Non-Consenting Lender**" has the meaning given to that term in paragraph (d) of paragraph 1 (*Replacement of an Interim Lender*) of Part III (*Replacement of an Interim Lender / Increase*) of this Schedule 6.

SCHEDULE 7

Form of Transfer Certificate

To: [●] as Interim Facility Agent

From: [●] (the "**Existing Interim Lender**") and [●] (the "**New Interim Lender**")

Dated: [●]

[●] – Interim Facilities Agreement dated [●] (as amended and/or restated from time to time) (the "Interim Facilities Agreement")

1. We refer to the Interim Facilities Agreement. This is a Transfer Certificate. Terms defined in the Interim Facilities Agreement have the same meaning in this Transfer Certificate unless given a different meaning in this Transfer Certificate.

2. We refer to Clause 25.5 (*Procedure for transfer*) of the Interim Facilities Agreement:

   (a) subject to paragraphs (b) and (f) of Clause 25.2, the Existing Interim Lender and the New Interim Lender agree to the Existing Interim Lender transferring to the New Interim Lender by novation all or part of the Existing Interim Lender's Interim Facility Commitments, rights and obligations referred to in the Schedule in accordance with Clause 25.5 (*Procedure for transfer*) of the Interim Facilities Agreement.

   (b) The proposed Transfer Date is [●].

   (c) The Facility Office and address, email address and attention details for notices of the New Interim Lender for the purposes of Clause 21.1 (*Mode of service*) of the Interim Facilities Agreement are set out in the Schedule.

3. The New Interim Lender expressly acknowledges the limitations on the Existing Interim Lender's obligations set out in paragraph (c) of Clause 25.4 (*Limitation of responsibility of Existing Interim Lenders*) of the Interim Facilities Agreement.

4. [The New Interim Lender confirms, for the purposes of Clause 10.4 (*Interim Lender Status Confirmation*), which of the following categories applies to it: [not a Qualifying Interim Lender;] [a Qualifying Interim Lender (other than a Treaty Interim Lender); or] [a Treaty Interim Lender.] If it is a Treaty Interim Lender that wishes the HMRC DT Treaty Passport scheme to apply to this Agreement, its scheme reference number is [●] and its jurisdiction of tax residence is [●]].

5. This Transfer Certificate 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 Transfer Certificate.

6. This Transfer Certificate and any non-contractual obligations arising out of or in connection with it are governed by English law.

7. This Transfer Certificate has been entered into on the date stated at the beginning of this Transfer Certificate.

Note: The execution of this Transfer Certificate may not transfer a proportionate share of the Existing Interim Lender's interest in the Interim Security in all jurisdictions. It is the responsibility of the New Interim Lender to ascertain whether any other documents or other formalities are required to perfect a transfer of such a share in the Existing Interim Lender's Interim Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

The Schedule to the Transfer Certificate

Commitment/rights and obligations to be transferred

[INSERT RELEVANT DETAILS]

[Facility office address, email address and attention details for notices and account details for payments]

_____
[Existing Interim Lender]

By:

_____
[New Interim Lender]

By:

This Transfer Certificate is accepted by the Interim Facility Agent and the Transfer Date is confirmed as [●].

_____
[Interim Facility Agent]

By:

SCHEDULE 8

Form of Assignment Agreement

To: [●] as Interim Facility Agent

From: [●] (the "**Existing Interim Lender**") and [●] (the "**New Interim Lender**")

Dated: [●]

[●] – Interim Facilities Agreement dated [●] (as amended and/or restated from time to time) (the "Interim Facilities Agreement")

1. We refer to the Interim Facilities Agreement. This is an Assignment Agreement. Terms defined in the Interim Facilities Agreement have the same meaning in this Assignment Agreement unless given a different meaning in this Assignment Agreement.

2. We refer to Clause 25.6 (*Procedure for assignment*) of the Interim Facilities Agreement.

3. Subject to paragraphs (b) and (f) of Clause 25.2, the Existing Interim Lender assigns absolutely to the New Interim Lender all the rights of the Existing Interim Lender under the Interim Facilities Agreement, the other Interim Finance Documents and in respect of the Interim Security which correspond to that portion of the Existing Interim Lender's Interim Facility Commitments and participations in Interim Utilisations under the Interim Facilities Agreement as specified in the Schedule;

4. Subject to paragraphs (b) and (f) of Clause 25.2, the Existing Interim Lender is released from all the obligations of the Existing Interim Lender which correspond to that portion of the Existing Interim Lender's Interim Facility Commitments and participations in Interim Utilisations under the Interim Facilities Agreement specified in the Schedule.

5. The New Interim Lender becomes a Party as an Interim Lender and is bound by obligations equivalent to those from which the Existing Interim Lender is released under paragraph 4 above.

6. The proposed Transfer Date is [●].

7. On the Transfer Date the New Interim Lender becomes Party to the Interim Finance Documents as an Interim Lender.

8. The New Interim Lender expressly acknowledges the limitations on the Existing Interim Lender's obligations set out in paragraph (c) of Clause 25.4 (*Limitation of responsibility of Existing Interim Lenders*) of the Interim Facilities Agreement.

9. This Assignment Agreement acts as notice to the Interim Facility Agent (on behalf of each Interim Finance Party) and, upon delivery in accordance with Clause 25.8 (*Copy of Transfer Certificate or Assignment Agreement to Obligors'* Agent) of the Interim Facilities Agreement, to the Obligors' Agent (on behalf of each Obligor) of the assignment referred to in this Assignment Agreement.

10. [The New Interim Lender confirms, for the purposes of Clause 10.4 (*Interim Lender Status Confirmation*), which of the following categories applies to it: [not a Qualifying Interim Lender;] [a Qualifying Interim Lender (other than a Treaty Interim Lender); or] [a Treaty Interim Lender] If it is a Treaty Interim Lender that wishes the HMRC DT Treaty Passport scheme to apply to this Agreement, its scheme reference number is [●] and its jurisdiction of tax residence is [●]].

11. The Facility Office and address, email address and attention details for notices of the New Interim Lender for the purposes of Clause 21.1 (*Mode of service*) of the Interim Facilities Agreement are set out in the Schedule.

12. This Assignment Agreement 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 Assignment Agreement.

13. This Assignment Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

14. This Assignment Agreement has been entered into on the date stated at the beginning of this Assignment Agreement.

Note: The execution of this Assignment Agreement may not transfer a proportionate share of the Existing Interim Lender's interest in the Interim Security in all jurisdictions. It is the responsibility of the New Interim Lender to ascertain whether any other documents or other formalities are required to perfect a transfer of such a share in the Existing Interim Lender's Interim Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

The Schedule to the Assignment Agreement

Commitment/rights and obligations to be transferred by assignment, release and accession

[INSERT RELEVANT DETAILS]

[*Facility office address, email address and attention details for notices and account details for payments*]

_____
[Existing Interim Lender]

By:

_____
[New Interim Lender]

By:

This Assignment Agreement is accepted by the Interim Facility Agent and the Transfer Date is confirmed as [●].

[Signature of this Assignment Agreement by the Interim Facility Agent constitutes confirmation by the Interim Facility Agent of receipt of notice of the assignment referred to herein, which notice the Interim Facility Agent receives on behalf of each Interim Finance Party.]

_____
[Interim Facility Agent]

By:

SCHEDULE 9

Bank Guarantees

PART I: Utilisation

1. Purpose The Interim Revolving Facility shall be available for utilisation by way of Bank Guarantees for the purposes referred to in Clause 3.3 (*Purpose*) of this Agreement.

2. Delivery of a Bank Guarantee Request

   (a) The Borrower may request a Bank Guarantee by delivery to the Interim Facility Agent of a duly completed Bank Guarantee Request.

   (b) Each Bank Guarantee Request is, once given, irrevocable.

   (c) Unless otherwise agreed by the Interim Facility Agent, the latest time for receipt by the Interim Facility Agent of a duly completed Bank Guarantee Request is 11.00 a.m. on the date falling:

      (i) in respect of an EUR, GBP and USD, one (1) Business Day before the proposed Drawdown Date; and

      (ii) in respect of any other Approved Currency or any other currency agreed between the Obligors' Agent and the Interim Facility Agent (acting on the instructions of the Interim Lenders), three (3) Business Days before the proposed Drawdown Date.

3. Completion of a Bank Guarantee Request

   A Bank Guarantee Request will not be regarded as having been duly completed unless:

   (a) it specifies the identity of the Issuing Bank;

   (b) the proposed Drawdown Date is a Business Day within the Interim Revolving Facility Availability Period;

   (c) the currency of the Bank Guarantee requested is in Sterling, an Approved Currency or any other currency agreed between the Obligors' Agent and the applicable Issuing Bank;

   (d) the form of Bank Guarantee is attached;

   (e) the delivery instructions for the Bank Guarantee are specified;

   (f) in the case of a Bank Guarantee where the proposed Drawdown Date is the Interim Closing Date, the Base Currency Amount of the Bank Guarantee requested (when aggregated with the Base Currency Amount of each other Bank Guarantee due to be made on the Interim Closing Date), does not exceed the Total Interim Closing Date LC Commitments;

(g) in the case of a Bank Guarantee where the proposed Drawdown Date is not the Interim Closing Date, the Base Currency Amount of the Bank Guarantee requested (when aggregated with the Base Currency Amount of each other Interim Revolving Facility Utilisation made or due to be made on or before the proposed Drawdown Date but excluding any part of any Interim Revolving Facility Utilisation prepaid or due to be prepaid on or before the proposed Drawdown Date), does not exceed the Total Interim Revolving Facility Commitments; and

(h) the Issuing Bank is not precluded from issuing a Bank Guarantee by law or regulation or its internal policies to the beneficiary of the Bank Guarantee.

(i) For the purposes of this Schedule 9, the "**Total Interim Closing Date LC Commitments**" means an amount equal to the aggregate commitments under the Revolving Facility (as defined in the Commitment Letter) that are permitted under the "Availability" section of the Term Sheet to be utilised as Letters of Credit (as defined in the Term Sheet) on the Closing Date (as defined in the Commitment Letter).

4. Issue of Bank Guarantees

(a) The Interim Facility Agent must promptly notify the relevant Issuing Bank of the details of a requested Bank Guarantee.

(b) If the conditions set out in this Agreement have been met, the relevant Issuing Bank shall issue the Bank Guarantee on the Drawdown Date.

(c) Each Interim Revolving Facility Lender will participate in each Bank Guarantee in the proportion which its Interim Revolving Facility Commitment bears to the Total Interim Revolving Facility Commitments immediately before the issue of that Bank Guarantee.

(d) No Interim Lender is obliged to participate in any Bank Guarantee if as a result the Base Currency Amount of its share in the outstanding Interim Revolving Facility Utilisations (other than to the extent due to be repaid or prepaid on or before the proposed Drawdown Date) would exceed its applicable Interim Revolving Facility Commitments.

(e) The obligation of any Issuing Bank to issue a Bank Guarantee is subject to the condition that on the Drawdown Date the conditions precedent referred to in Clause 3.1 (*Conditions Precedent*) have been satisfied or, as the case may be, waived. The provisions of Clause 3.1 (*Conditions Precedent*) shall apply to each Issuing Bank in respect of any Bank Guarantee issued or to be issued by that Issuing Bank.

PART II: Bank Guarantees

1. Immediately payable If a Bank Guarantee or any amount outstanding under a Bank Guarantee is expressed to be immediately payable, the relevant Borrower shall repay or prepay that amount within two (2) Business Days of demand or, if payment is being funded by an Interim Revolving Facility Loan, within four (4) Business Days of demand.

2. Demands Each Issuing Bank shall forthwith notify the Interim Facility Agent of any demand received by it under and in accordance with any Bank Guarantee (including details of the Bank Guarantee under which such demand has been received and the amount demanded (if applicable, minus the amount of any cash cover provided in respect of that Bank Guarantee) (the "**Demand Amount**")) and the Interim Facility Agent on receipt of any such notice shall forthwith notify the relevant Borrower and each of the Interim Lenders under the Interim Revolving Facility.

3. Payments

   (a) The Borrower shall immediately on receipt of any notice from the Interim Facility Agent under paragraph 2 (*Demands*) above (unless such Borrower notifies the Interim Facility Agent otherwise) be deemed to have delivered to the Interim Facility Agent a duly completed Drawdown Request requesting an Interim Revolving Facility Loan in an amount equal to the Demand Amount which shall be drawn three (3) Business Days following receipt by the Interim Facility Agent of the demand and applied in discharge of the Demand Amount.

   (b) If the Borrower notifies the Interim Facility Agent pursuant to paragraph (a) above that an Interim Loan is not to be drawn in accordance with the provisions of such paragraph, then such Borrower shall within two (2) Business Days after receipt of any notice from the Interim Facility Agent under paragraph 2 (*Demands*) above pay to the Interim Facility Agent for the account of the relevant Issuing Bank the amount demanded from that Issuing Bank as notified to the Interim Facility Agent in accordance with paragraph 2 (*Demands*) above less any amount of cash cover provided in respect of the Bank Guarantee under which the relevant Issuing Bank has received demand.

   (c) The Interim Facility Agent shall pay to the relevant Issuing Bank any amount received by it from the Borrower under paragraph (b) above.

4. Cash cover Each Issuing Bank is hereby irrevocably authorised by the Borrower following a demand under and in accordance with any Bank Guarantee issued by that Issuing Bank to apply all amounts of cash cover provided in respect of that Bank Guarantee in satisfaction of that Borrower's obligations in respect of that Bank Guarantee.

5. Fees payable in respect of Bank Guarantees

   (a) The relevant Borrower shall pay to the Interim Facility Agent for the account of each Interim Revolving Facility Lender, a Bank Guarantee fee in [Sterling] computed at the rate equal to one (1) per cent. below the Margin applicable to an Interim Revolving Facility Loan on the outstanding amount of each Bank

Guarantee issued on its behalf (less any amount which has been repaid or prepaid) for the period from the issue of that Bank Guarantee until its Expiry Date (or, if earlier, the date of its repayment or cancellation). This fee shall be distributed according to each Interim Lender's pro rata share of that Bank Guarantee. Any accrued Bank Guarantee fee on a Bank Guarantee shall be payable on the Final Repayment Date.

(b) The Company shall pay to the Issuing Bank which issues a Bank Guarantee a fee equal to 0.125 per cent. per annum (or such other amount as may be agreed between the Company and the relevant Issuing Bank from time to time) on the face amount of that Bank Guarantee (excluding the amount of the share of that Issuing Bank in the Bank Guarantee if that Issuing Bank (or an Affiliate of it) is also an Interim Lender), less any amount which has been repaid or prepaid. That fee shall be payable on the Final Repayment Date.

6. Claims under a Bank Guarantee

(a) The Borrower irrevocably and unconditionally authorises each Issuing Bank to pay any claim made or purported to be made under a Bank Guarantee issued by such Issuing Bank and requested by it and which appears on its face to be in order (a "**claim**").

(b) The relevant Borrower shall, within two (2) Business Days after receipt of demand or, if such payment is being funded by an Interim Revolving Facility Loan, shall within four (4) Business Days of demand, pay to the Interim Facility Agent for the relevant Issuing Bank an amount equal to the amount of any claim (less any cash cover provided in respect of that Bank Guarantee).

(c) The Borrower acknowledges that the relevant Issuing Bank:

(i) is not obliged to carry out any investigation or seek any confirmation from any other person before paying a claim;

(ii) deals in documents only and will not be concerned with the legality of a claim or any underlying transaction or any available set-off, counterclaim or other defence of any person; and

(iii) if the relevant Issuing Bank, acting reasonably, informs such Borrower not less than two (2) Business Days prior to the issue of a Bank Guarantee that the issue by it of a Bank Guarantee would breach any law, regulation or directive applicable to it, then such Issuing Bank will not be obliged to issue that Bank Guarantee. For the avoidance of doubt, such Issuing Bank will remain Issuing Bank for all other purposes under this Agreement and such Borrower will be free to request any other Interim Lender to become the Issuing Bank in respect of that Bank Guarantee.

(d) The obligations of the Borrower under this paragraph 6 will not be affected by:

(i) the sufficiency, accuracy or genuineness of any claim or any other document; or

(ii) any incapacity of, or limitation on the powers of, any person signing a claim or other document.

7. Indemnities

(a) The relevant Borrower shall immediately (save as referred to in paragraph 1 (*Immediately payable*) above and paragraph (b) of paragraph 6 (*Claims under a Bank Guarantee*) above) on demand indemnify an Issuing Bank against any cost, loss or liability incurred by that Issuing Bank (otherwise than by reason of the Issuing Bank's fraud, negligence, wilful misconduct or breach of the terms of this Agreement) in acting as the Issuing Bank under any Bank Guarantee requested by (or on behalf of) that Borrower.

(b) Each Interim Revolving Facility Lender shall immediately on demand indemnify the relevant Issuing Bank against such Interim Revolving Facility Lender's pro rata proportion of any cost, loss or liability incurred by such Issuing Bank (otherwise than by reason of the Issuing Bank's fraud, negligence, wilful misconduct or breach of the terms of this Agreement) in acting as the Issuing Bank under any Bank Guarantee (unless the relevant Issuing Bank has been reimbursed by an Obligor).

(c) The relevant Borrower shall immediately on demand reimburse any Interim Revolving Facility Lender for any payment it makes to the Issuing Bank under this paragraph 7 in respect of that Bank Guarantee (otherwise than by reason of such Interim Revolving Facility Lender's fraud, negligence, wilful misconduct or breach of the terms of this Agreement). Notwithstanding the foregoing, no Borrower shall be obliged to reimburse any Interim Revolving Facility Lender under this paragraph 7 for any Tax or amount in respect of Tax in respect of any payment to the extent that the relevant Borrower would not have been obliged to make a Tax Payment had the Borrower made payment directly to that Interim Revolving Facility Lender or the Issuing Bank (as applicable) under an Interim Finance Document.

(d) The obligations of each Interim Revolving Facility Lender under this paragraph 7 are continuing obligations and will extend to the ultimate balance of sums payable by that Interim Lender in respect of any Bank Guarantee, regardless of any intermediate payment or discharge in whole or in part.

(e) The obligations of any Interim Revolving Facility Lender or the Borrower under this paragraph 7 will not be affected by any act, omission, matter or thing which, but for this paragraph 7, would reduce, release or prejudice any of its obligations under this paragraph 7 (whether or not known to it or any other person) including:

(i) any time, waiver or consent granted to, or composition with, any Obligor, any beneficiary under a Bank Guarantee or other person;

(ii) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any Group Company;

(iii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or security over assets of, any Obligor, any beneficiary under a Bank Guarantee or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(iv) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor, any beneficiary under a Bank Guarantee or any other person;

(v) any amendment (however fundamental) or replacement of an Interim Finance Document, any Bank Guarantee or any other document or security unless in the case of amendments to the Bank Guarantee, the relevant Borrower had not provided its consent to such amendment(s);

(vi) any unenforceability, illegality or invalidity of any obligation of any person under any Interim Finance Document, any Bank Guarantee (unless such obligation arose by reason of the relevant Issuing Bank's negligence or wilful misconduct) or any other security provided by an Obligor; or

(vii) any insolvency or similar proceedings.

8. Repayment

(a) Subject to paragraph (b) below, if not previously repaid, the Borrower shall repay each Bank Guarantee issued on its behalf in full on the Final Repayment Date.

(b) Notwithstanding paragraph (a) above and Clause 7 (*Repayment and Prepayment*) of this Agreement, the Borrower may elect (in its sole and absolute discretion and as agreed with the relevant issuing bank) for a Bank Guarantee not to be repaid in full on the Final Repayment Date and any such Bank Guarantee shall remain outstanding on a bilateral basis as agreed between the parties to such Bank Guarantee and not under (or subject to the terms of) the Interim Finance Documents.

9. Interim Lender as Issuing Bank

An Interim Lender which is also an Issuing Bank shall be treated as a separate entity in those capacities and capable, as an Interim Lender, of contracting with itself as an Issuing Bank.

10. Rights of contribution

No Obligor will be entitled to any right of contribution or indemnity from any Interim Finance Party for so long as any sum remains payable or capable of becoming payable under the Interim Finance Documents or in respect of any payment it may make under this paragraph 10.

11. Settlement conditional

Any settlement or discharge between an Interim Lender and an Issuing Bank shall be conditional upon no security or payment to the Issuing Bank by an Interim Lender or any other person on behalf of an Interim Lender being avoided or reduced by virtue of any laws relating to bankruptcy, insolvency, liquidation or similar laws of general application and, if any such security or payment is so avoided or reduced, the Issuing Bank shall be entitled to recover the value or amount of such security or payment from such Interim Lender subsequently as if such settlement or discharge had not occurred.

12. Exercise of rights

No Issuing Bank shall be obliged before exercising any of the rights, powers or remedies conferred upon it in respect of any Interim Lender by this Agreement or by law:

(a) to take any action or obtain judgment in any court against any Obligor;

(b) to make or file any claim or proof in a winding-up or dissolution of any Obligor; or

(c) to enforce or seek to enforce any other security taken in respect of any of the obligations of any Obligor under this Agreement.

13. Role of the Issuing Bank

(a) Nothing in this Agreement constitutes the Issuing Bank as a trustee or fiduciary of any other person.

(b) The Issuing Bank shall not be bound to account to any Interim Lender for any sum or the profit element of any sum received by it for its own account.

(c) The Issuing Bank may accept deposits from, lend money to and generally engage in any kind of banking or other business with any Group Company.

(d) The Issuing Bank may rely on:

(i) any representation, notice or document believed by it to be genuine, correct and appropriately authorised; and

(ii) any statement made by a director, authorised signatory or employee of any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify.

(e) The Issuing Bank may engage, pay for and rely on the advice or services of any lawyers, accountants, surveyors or other experts.

(f) The Issuing Bank may act in relation to the Interim Finance Documents through its personnel and agents.

(g) Except where an Interim Finance Document specifically provides otherwise, the Issuing Bank is not responsible for:

(i) the adequacy, accuracy and/or completeness of any information (whether oral or written) provided under or in connection with any Interim Finance Document or any notice or document delivered in connection with any Interim Finance Document; or

(ii) the legality, validity, effectiveness, adequacy, completeness or enforceability of any Interim Finance Document or any other agreement or document entered into in connection with any Interim Finance Document.

14. Exclusion of liability

(a) Without limiting paragraph (b) below, the Issuing Bank will not be liable for any action taken by it under or in connection with any Interim Finance Document, unless caused by its fraud, negligence, wilful misconduct or breach of the terms of this Agreement.

(b) No Party (other than the Issuing Bank) may take any proceedings against any officer, employee or agent of the Issuing Bank in respect of any claim it might have against the Issuing Bank or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Interim Finance Document. Any officer, employee or agent of the Issuing Bank may rely on this paragraph 14 in accordance with the Contracts (Rights of Third Parties) Act 1999.

15. Appointment of additional Issuing Banks

Any Interim Lender which has agreed to the Obligors' Agent's request to be an Issuing Bank pursuant to the terms of this Agreement shall become an Issuing Bank for the purposes of this Agreement upon notifying the Interim Facility Agent and the Obligors' Agent that it has so agreed to be an Issuing Bank and acceding to this Agreement as an Issuing Bank and on making that notification that Interim Lender shall become bound by the terms of this Agreement as an Issuing Bank.

SCHEDULE 10

Form of Bank Guarantee

To: [●] (the "**Beneficiary**")

Date: [●]

Irrevocable Standby Letter of Credit no. [●]

At the request of [●], [*Issuing Bank*] (the "**Issuing Bank**") issues this irrevocable standby Letter of Credit ("**Letter of Credit**") in your favour on the following terms and conditions:

1. Definitions In this Letter of Credit:

   "**Business Day**" means a day (other than a Saturday or a Sunday) on which banks are open for general business in [London, and [●]].

   "**Demand**" means a demand for a payment under this Letter of Credit in the form of the schedule to this Letter of Credit.

   "**Expiry Date**" means [●][1].

   "**Total Letter of Credit Amount**" means [●].

2. Issuing Bank's agreement

   (a) The Beneficiary may request a drawing or drawings under this Letter of Credit by giving to the Issuing Bank a duly completed Demand. A Demand must be received by the Issuing Bank by 11.00 a.m. on the Expiry Date.

   (b) Subject to the terms of this Letter of Credit, the Issuing Bank unconditionally and irrevocably undertakes to the Beneficiary that, within [ten (10)] Business Days of receipt by it of a Demand, it must pay to the Beneficiary the amount demanded in that Demand.

   (c) The Issuing Bank will not be obliged to make a payment under this Letter of Credit if as a result the aggregate of all payments made by it under this Letter of Credit would exceed the Total Letter of Credit Amount.

3. Expiry

   (a) The Issuing Bank will be released from its obligations under this Letter of Credit on the date (if any) notified by the Beneficiary to the Issuing Bank as the date upon which the obligations of the Issuing Bank under this Letter of Credit are released.

[1]Expiry date of a Bank Guarantee may fall on any date requested by the Borrower or relevant Obligor's Agent provided that it is not later than the Final Repayment Date.

(b) Unless previously released under paragraph (a) above, on 5.00 p.m.([London] time) on the Expiry Date, the obligations of the Issuing Bank under this Letter of Credit will cease with no further liability on the part of the Issuing Bank except for any Demand validly presented under the Letter of Credit that remains unpaid.

(c) When the Issuing Bank is no longer under any further obligations under this Letter of Credit, the Beneficiary must return the original of this Letter of Credit to the Issuing Bank.

4. Payments

All payments under this Letter of Credit shall be made in [sterling] and for value on the due date to the account of the Beneficiary specified in the Demand.

5. Delivery of Demand

Each Demand shall be in writing, and, unless otherwise stated, may be made by letter, fax or telex and must be received in legible form by the Issuing Bank at its address and by the particular department or office (if any) as follows:

[●]

6. Assignment

The Beneficiary's rights under this Letter of Credit may not be assigned or transferred.

7. ISP 98

Except to the extent it is inconsistent with the express terms of this Letter of Credit, this Letter of Credit is subject to the International Standby Practices (ISP 98), International Chamber of Commerce Publication No. 590.

8. Governing law

This Letter of Credit is governed by English law.

9. Jurisdiction

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Letter of Credit.

Yours faithfully

_____

[*Issuing Bank*]

By:

Schedule to the Bank Guarantee

Form of Demand

To: [Issuing Bank]

Date: [●]

Dear all

Standby Letter of Credit no. [●] issued in favour of [Beneficiary] (the "Letter of Credit")

1. We refer to the Letter of Credit. Terms defined in the Letter of Credit have the same meaning when used in this Demand.

2. We certify that the sum of [●] is due [and has remained unpaid for at least [ ] Business Days] [under [set out underlying contract or agreement]]. We therefore demand payment of the sum of [●].

3. Payment should be made to the following account:

   Name: [●]

   Account Number: [●]

   Bank: [●]

4. The date of this Demand is not later than the Expiry Date.

Yours faithfully

_____

For and on behalf of [●]
Authorised Signatory for [Beneficiary]

SCHEDULE 11

The Effective Date Interim Lenders

Name of Effective Date Interim Lender	Interim Term Facility Commitment	Interim Revolving Facility Commitment	Jurisdiction of tax residence	HMRC DTTP Scheme reference number (if applicable)
Bank of America, N.A., London Branch	£192,000,000	£40,000,000	United States of America	13/B/7418/DTTP
Citibank, N.A., London Branch	-	£40,000,000	United States of America	13/C/62301/DTTP
Citicorp North America, Inc.	£192,000,000	-	United States of America	13/C/352460/DTTP
Deutsche Bank AG, London Branch	£192,000,000	£40,000,000	Germany	7/D/70006/DTTP
UBS AG London Branch	£192,000,000	£40,000,000	Switzerland	N/A
Barclays Bank PLC	£144,000,000	£30,000,000	United Kingdom	N/A
HSBC Bank plc	£48,000,000	£10,000,000	United Kingdom	N/A
TOTAL	**£960,000,000**	**£200,000,000**		

SCHEDULE 12

Compounded Rate Terms

CURRENCY:	Sterling.
Cost of Funds as a Fallback	Cost of funds will not apply as a fallback.
Definitions	
Additional Business Days:	An RFR Banking Day.
Business Day Conventions (definition of "month" and Clause 8.3 (*Payment of interest*)):	(a) If any period is expressed to accrue by reference to a month or any number of months then, in respect of the last month of that period: (i) subject to paragraph (iii) below, if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day; (ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and (iii) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end. (b) If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).
Central Bank Rate:	The Bank of England's Bank Rate as published by the Bank of England from time to time.
Central Bank Rate Adjustment:	In relation to the Central Bank Rate prevailing at close business on any RFR Banking Day, the 20% trimmed arithmetic mean (calculated by the Interim Facility Agent) of the Central Bank Rate Spreads for the five most immediately preceding RFR Banking Days for which the RFR is available.

Central Bank Rate Spread: In relation to any RFR Banking Day, the difference (expressed as a percentage rate per annum) calculated by the Interim Facility Agent of:

(a) the RFR for that RFR Banking Day; and

(b) the Central Bank Rate prevailing at close of business on that RFR Banking Day.

Daily Non-Cumulative Compounded RFR Rate: Determined by the Interim Facility Agent (or by any other Interim Finance Party which agrees to determine that rate in place of the Interim Facility Agent) in accordance with the methodology set out in Schedule 13 (*Daily Non-Cumulative Compounded RFR Rate*).

Daily Rate: The **Daily Rate** for any RFR Banking Day is:

(a) the RFR for that RFR Banking Day; or

(b) if the RFR is not available for that RFR Banking Day, the percentage rate per annum which is the aggregate of:

(i) the Central Bank Rate for that RFR Banking Day; and

(ii) the applicable Central Bank Rate Adjustment; or

(c) if paragraph (b) above applies but the Central Bank Rate for that RFR Banking Day is not available, the percentage rate per annum which is the aggregate of:

(i) the most recent Central Bank Rate for a day which is no more than five RFR Banking Days before that RFR Banking Day; and

(ii) the applicable Central Bank Rate Adjustment,

rounded, in either case, to four decimal places.

Interest Periods: Interest Period for paragraph (b) of Clause 8.3 (*Payment of interest*) – one (1) week, one (1) month, three (3) months or any other period ending on the Final Repayment Date or otherwise agreed with the Interim Facility Agent in relation to the relevant Interim Loan.

	Interest Periods for paragraph (c) of Clause 8.3 (*Payment of interest*) – four (4) weeks.
Lookback Period:	Five RFR Banking Days.
Relevant Market:	The sterling wholesale market.
RFR:	The SONIA (sterling overnight index average) reference rate displayed on the relevant screen of any authorised distributor of that reference rate.
RFR Banking Day:	A day (other than a Saturday or Sunday) on which banks are open for general business in London.
Other provisions:	None.

SCHEDULE 13

Daily Non-Cumulative Compounded RFR Rate

The "**Daily Non-Cumulative Compounded RFR Rate**" for any RFR Banking Day "**i**" during an Interest Period for an Interim Sterling Loan. is the percentage rate per annum (without rounding, to the extent reasonably practicable) calculated as set out below:

$$(UCCDR_i - UCCDR_{i-1}) \times \frac{dcc}{n_i}$$

Where:

"***UCCDR$_i$***" means the Unannualised Cumulative Compounded Daily Rate for that RFR Banking Day "**i**";

"***UCCDR$_{i-1}$***" means, in relation to that RFR Banking Day "**i**", the Unannualised Cumulative Compounded Daily Rate for the immediately preceding RFR Banking Day (if any) during that Interest Period;

"**dcc**" means 360 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number;

"**n$_i$**" means the number of calendar days from, and including, that RFR Banking Day "**i**" up to, but excluding, the following RFR Banking Day; and the "**Unannualised Cumulative Compounded Daily Rate**" for any RFR Banking Day (the "**Cumulated RFR Banking Day**") during that Interest Period is the percentage rate per annum (without rounding, to the extent reasonably practicable) calculated as set out below:

$$ACCDR \times \frac{tn_i}{dcc}$$

Where:

"**ACCDR**" means the Annualised Cumulative Compounded Daily Rate for that Cumulated RFR Banking Day;

"**tn$_i$**" means the number of calendar days from, and including, the first day of the Cumulation Period to, but excluding, the RFR Banking Day which immediately follows the last day of the Cumulation Period;

"**Cumulation Period**" means the first RFR Banking Day of that Interest Period to, and including, the Cumulated RFR Banking Day;

"**dcc**" has the meaning given to that term above; and

the "**Annualised Cumulative Compounded Daily Rate**" for that Cumulated RFR Banking Day is the percentage rate per annum (rounded to four decimal places) calculated as set out below:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{DailyRate_{i-LP}\times n_i}{dcc}\right)-1\right]\times\frac{dcc}{tn_i}$$

where:

"**d_0**" means the number of RFR Banking Days in the Cumulation Period;

"**Cumulation Period**" has the meaning given to that term above;

"**i**" means a series of whole numbers from one to d_0, each representing the relevant RFR Banking Day in chronological order in the Cumulation Period;

"***DailyRate$_{i-LP}$***" means, for any RFR Banking Day **i** in the Cumulation Period, the Daily Rate for the RFR Banking Day which is the applicable Lookback Period prior to that RFR Banking Day i;

"**n_i**" means, for any RFR Banking Day **i** in the Cumulation Period, the number of calendar days from, and including, that RFR Banking Day **i** up to, but excluding, the following RFR Banking Day;

"**dcc**" has the meaning given to that term above; and

"**tn_i**" has the meaning given to that term above.

SIGNATURE PAGES TO INTERIM FACILITIES AGREEMENT

For and on behalf of

Bank of America, N.A., London Branch

as Arranger

[redacted]

Name: [redacted]

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For and on behalf of

KROLL AGENCY SERVICES LIMITED

as Interim Facility Agent

[redacted]

Name: [redacted]

Title: [redacted]

Notice

Address: Kroll Agency & Trustee Services Limited, The News Building, Level 6, 3 London Bridge
Street, SE1 9SG London

Email: [redacted]

Attention: Transaction Management

For and on behalf of

KROLL TRUSTEE SERVICES LIMITED

as In[redacted]

[redacted]

Nam[redacted]

Title[redacted]

Notice Details:

Address: Kroll Agency & Trustee Services Limited, The News Building, Level 6, 3 London Bridge
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Email: [redacted]

Attention: Transaction Management

VULCAN ALPHA MIDCO 2 LTD

as Holdco

[redacted]

Name: [redacted]

Title: Director

Name:

Title: Director

VULCAN ALPHA MIDCO 2 LTD
as Holdco

Name:
Title: Director

Name: [redacted]
Title: Director

VULCAN ALPHA BIDCO LIMITED

as Borrower and Company

[redacted]

Name: [redacted]

Title: Director

Name:

Title: Director

VULCAN ALPHA BIDCO LIMITED
as Borrower and Company

_____

Name:
Title: Director

[redacted]

Name: [redacted]
Title: Director