EXECUTION VERSION

PRIVATE & CONFIDENTIAL

To: Eagle Bidco Ltd (the "**Company**" or "**you**")

Attn: The Directors

Dated: 6 August 2026

To whom it may concern

Project Rise – Commitment Letter

1 Introduction

1.1 We are pleased to set out in this deed (this "**letter**"), and in the Term Sheets (as defined in paragraph 1.6(c) below) appended to this letter, the terms and conditions on which we are willing to arrange, underwrite and make available in the percentage(s) or amount(s) specified next to our names in the table in Appendix A (*Commitments*), an aggregate of:

(a) £1,300 million (equivalent) multicurrency super senior secured revolving credit facility (the "**Revolving Facility**");

(b) £3,500 million (equivalent) senior secured bridge facilities (the "**SSN Bridge Facilities**", to be made available in the tranches and currencies described in the SSN Bridge Facilities Term Sheet (as defined in paragraph 1.6(c) below), and, together with the Revolving Facility, the "**Facilities**") which, if utilised, it is contemplated will be refinanced, or otherwise substituted, by the issuance of an equivalent amount of senior secured high yield notes (the "**SSNs**") or by the issuance of one or more Aircraft Take-Out Financings (as defined below); and

(c) the equivalent percentage of the related interim facilities in principal amounts equal to the Revolving Facility (the "**Interim Revolving Facility**") and the SSN Bridge Facilities (the "**Interim SSN Bridge Facilities**" and, together with the Interim Revolving Facility, the "**Interim Facilities**"),

or, in each case (without prejudice to the proviso set out in paragraph 15.1(f) below), such lesser amounts as may be required (in the Company's sole discretion).

1.2 In addition, unless expressly notified to you or your counsel prior to the date of this letter, each Commitment Party agrees that to the extent it or any of its Affiliates or connected persons (each a "**Relevant Affiliate**") is the provider of or party to any bank guarantee, performance bond, letter of credit, hedging arrangement, ancillary facility arrangement, factoring arrangement, overdraft, cheque clearing, credit card, automatic payment or other current account or similar facility and sale/leaseback transaction, working capital facility or similar arrangement under or in connection with the existing debt financing of the Target Group (each an "**Existing Arrangement**") it will, if so requested by you, extend, continue and rollover any such Existing Arrangement to which it or any of its Relevant Affiliates is a party; which, in the case of any ancillary facilities provided under the Existing Target RCF, the relevant Commitment Party shall agree to continue and roll over such facilities as part of (and up to the amount of) the Commitment Party's commitments under the Revolving Facility.

1.3 The SSN Bridge Facilities and the Interim SSN Bridge Facilities are to be provided in connection with, *inter alia*, the Acquisition, refinancing the existing indebtedness of the Target Group and paying any fees, costs and expenses payable in connection with such acquisition or refinancing (the Acquisition together with such refinancing, payment of such fees, costs and expenses and all related steps, the "**Transaction**") and such other purposes set out in the SSN Bridge Facilities Term Sheet and (as defined below) the Agreed Form Interim Facilities Agreement, as applicable.

1.4 The Revolving Facility and the Interim Revolving Facility are to be provided in connection with, *inter alia*, the general corporate and working capital purposes of the Group, including acquisitions and investments and such other purposes set out in the Revolving Facilities Term Sheet and the Agreed Form Interim Facilities Agreement, as applicable.

1.5 The Company will be indirectly owned and controlled by:

(a) one or more funds, partnerships and/or other entities managed, advised, owned and/or controlled by Apollo Global Management, Inc. and/or any of their respective Affiliates or Related Funds (the "**Sponsor**"); and

(b) certain co-investors designated by the Sponsor or reflected in the Tax Structure Memorandum, shareholders of the Target electing to participate in the Acquisition and certain members of the existing and/or future management, consultants and operating advisors of the Target Group (together with the Sponsor, the "**Investors**").

1.6 Our commitments are provided on the basis of, and are subject to, the terms and conditions set out in:

(a) this letter;

(b) the term sheet in respect of the Revolving Facility attached to this letter as Appendix B (*Revolving Facilities Term Sheet*) (the "**Revolving Facilities Term Sheet**");

(c) the term sheet in respect of the SSN Bridge Facilities attached to this letter Appendix C (*SSN Bridge Facilities Term Sheet*) (the "**SSN Bridge Facilities Term Sheet**", and, together with the Revolving Facilities Term Sheet, the "**Term Sheets**");

(d) the agreed form of interim facilities agreement attached to this letter as Appendix D (*Agreed Form Interim Facilities Agreement*) (the "**Agreed Form Interim Facilities Agreement**");

(e) the fee letter dated on or around the date of this letter between the parties to this letter in respect of the Revolving Facility and the Interim Revolving Facility (the "**Revolving Facilities Fee Letter**");

(f) the fee letter dated on or around the date of this letter between the parties to this letter in respect of the SSN Bridge Facilities and the Interim SSN Bridge Facilities (the "**SSN Bridge Facilities Fee Letter**" and together with the Revolving Facilities Fee Letter, the "**Fee Letters**"); and

(g) a high yield engagement letter delivered concurrently with this letter between financial institutions or commercial banks and you in respect of the SSNs (the "**HY Engagement Letter**"),

the documents described in this paragraph 1.6 (other than paragraph (d) above) together with the Interim Facilities Agreement (as defined in paragraph 2.1 below), as such documents may be amended, amended and restated, supplemented, modified, varied or replaced from time to time in accordance with the amendment provisions contained within the relevant document, being the "**Commitment Documents**".

1.7 In the Commitment Documents, unless otherwise specified, references to:

"**Acquisition**" means the acquisition, directly or indirectly, of Target Shares by the Company pursuant to a Scheme and/or Offer and, if applicable, a Squeeze-Out or any other acquisition of Target Shares or other payments in connection with, related to or in lieu of such acquisition (including any contribution and/or transfer of Target Shares to the Company by the Investors or an

Affiliate of the Investors and/or any acquisition of Target Shares over the stock exchange, in the open market or via any other trading platform).

"**Acquisition Closing Date**" means the date on which the first payment is made to the shareholders of the Target as required by the Offer or Scheme (as applicable) in accordance with the City Code.

"**Additional Arranger**" means each person appointed as an arranger and bookrunner of the Facilities and the Interim Facilities in accordance with this letter.

"**Additional Commitment Party**" means each Additional Arranger, Additional Underwriter or other person designated as a Commitment Party in accordance with paragraph 4 (*Appointment*) below.

"**Additional Underwriter**" means each person appointed as an underwriter and original lender of the Facilities and the Interim Facilities in accordance with this letter.

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company and, in the case of any limited partnership, any entity (including any other limited partnership) which owns or controls or is owned or controlled by the first limited partnership or is under common ownership or control with the first limited partnership.

"**Aircraft Take-Out Financing**" means any debt or debt-like financing (of whatsoever type or nature and including, without limitation, any enhanced equipment trust certificate, leasing, operating lease with call option, sale/leaseback transaction or any similar arrangement), other than the SSNs, the Facilities and the Interim Facilities, made available for the purpose of financing the Acquisition (in whole or in part) or refinancing (or replacing) all or part of the SSNs, the Facilities and the Interim Facilities and, in each case, which is secured or lent against any Aircraft Assets of the Group (or is otherwise subject to control arrangements in relation thereto).

"**Announcement**" means any press release made or to be 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 City Code.

"**Applicable Securities Laws**" means the City Code, the Companies Act 2006, the rules and regulations of the London Stock Exchange or any other applicable stock exchange or any other applicable law, rules, regulations and/or such other applicable requirements.

"**Arranger**" means each Original Arranger and each Additional Arranger.

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

"**City Code**" means the UK City Code on Takeovers and Mergers, as administered by the Panel, as may be amended from time to time.

"**Closing Date**" means (as applicable) the first date on which:

(a) the SSNs are issued or the proceeds thereof are released from escrow; and/or

(b) the SSN Bridge Facilities are drawn; and/or

(c) the Revolving Facility becomes available for borrowing,

in each case, to complete the Acquisition (or, in the case of the Revolving Facility, for the purposes described herein) provided that the Closing Date shall, for the purposes of the Commitment Documents, be deemed not to have occurred unless the Acquisition Closing Date has occurred.

"**Commitment Party**" means each Original Commitment Party and each Additional Commitment Party.

"**Court**" means the High Court of Justice of England and Wales.

"**Court Order**" means the order of the Court sanctioning the Scheme.

"**Existing Target RCF**" means the revolving credit facility agreement of the Target dated on or about 24 June 2025 (as amended, amended and restated, supplemented, modified, varied or replaced from time to time).

"**Facilities Agreements**" means the Revolving Facilities Agreement and the SSN Bridge Facilities Agreement.

"**Finance Documents**" shall have the meaning given to:

(a) that term in the Revolving Facilities Agreement;

(b) that term in the SSN Bridge Facilities Agreement; and

(c) the term "*Senior Secured Notes Finance Documents*" in the Precedent Intercreditor Agreement,

in each case, as the context requires.

"**Holding Company**" means, in relation to a person, any other person in respect of which it is a Subsidiary.

"**Instructing Commitment Parties**" means the Commitment Parties who (in aggregate with their Affiliates and Related Funds) hold more than fifty (50) per cent of the commitments under the Facilities.

"**Offer**" means the takeover offer (as defined in section 974 of the Companies Act 2006) by the Company in accordance with the City Code to acquire the entire issued share capital of the Target (within the meaning of section 975 of the Companies Act 2006) pursuant to the Offer Documents.

"**Offer Documents**" means the applicable Announcement and the offer documents dispatched to shareholders of the Target setting out the terms and conditions of an Offer as such document may be amended, supplemented, revised, renewed or waived in accordance with the Commitment Documents.

"**Offer Price**" means the price per Target Share payable for any acquisition of the Target Shares set out in the Scheme Document or the Offer Document (as applicable).

"**Original Arranger**" means each person named as an Arranger on the signature pages to this letter.

"**Original Commitment Party**" means each Original Arranger and each Original Underwriter.

"**Original Underwriter**" means each person named as an Underwriter on the signature pages to this letter.

"**Panel**" means The Panel on Takeovers and Mergers.

"**Related Fund**" means 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.

"**Relevant Regulator**" means the Panel, the Court, the Competition and Markets Authority, the Civil Aviation Authority, the Austrian Supreme Civil Aviation Authority, the Swiss Federal Office of Civil Aviation or any other entity, agency, body, governmental authority, aviation authority or person that has regulatory or supervisory authority or other similar power in connection with the Acquisition and/or the Target.

"**Scheme**" means the scheme of arrangement effected pursuant to part 26 of the Companies Act 2006 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, directly or indirectly, the holder of the entire issued share capital of the Target with or subject to any modification, additions or condition approved by or imposed by the Court.

"**Scheme Document**" means the document to be sent to (among others) the Target shareholders 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 2006 and containing the notices convening the required court meeting and general meeting.

"**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 2006.

"**Sponsor Debt Fund Affiliate**" means each entity managed by the Sponsor, including Apollo Global Securities, LLC, Apollo Capital Solutions Europe B.V. and Apollo Global Funding, LLC, or any funds advised by its affiliated management companies that are primarily engaged in, or advise funds or other investment vehicles that are engaged in, making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit or securities in the ordinary course and for which no personnel making investment decisions in respect of any equity fund which has a direct or indirect equity investment in the Company has the right to make any investment decisions.

"**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 2006.

"**Subsidiary**" means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50% of the share capital or similar right of ownership, **provided that** "*control*" for this purpose means the power to direct the management and policies of the entity whether through the ownership of share capital, contract or otherwise.

"**Target**" means easyJet plc, a public liability company under the laws of England & Wales, registered at Companies House with registration number 03959649.

"**Target Group**" means the Target and its direct and indirect Subsidiaries.

"**Underwriter**" means each Original Underwriter and each Additional Underwriter.

1.8 Words and expressions defined in a Commitment Document (and, prior to the execution of the Interim Facilities Agreement, the Agreed Form Interim Facilities Agreement) have the same meaning in this letter and each other Commitment Document unless otherwise provided or the context otherwise requires.

1.9 In addition, in this letter and the other Commitment Documents, unless otherwise provided or if the context requires, a reference to "**we**", "**us**", "**our**" or the like shall be construed as a reference to the Original Commitment Parties each acting individually or together as the context requires.

2 Financing and Commitment

2.1 We are also pleased to confirm our unconditional and irrevocable undertaking to enter into and execute (and/or to procure that any relevant Affiliate of ours enters into and executes) by no later than twenty-four (24) hours (excluding any hour on any calendar day that is not a Business Day) following written request by the Company, an interim facilities agreement (the "**Interim Facilities Agreement**") in respect of the Interim Facilities in substantially the form of the Agreed Form Interim Facilities Agreement and including:

(a) any amendments, variations, supplements, modifications, additions or changes required by you in order to complete any missing, or correct, supplement or clarify any, information (or any other matter), or as you consider to be minor, technical or administrative in nature or necessary or desirable in order for there to be a single agreement containing the Interim Facilities;

(b) such conforming amendments as shall be required to give effect to the appointment of any Additional Commitment Party in accordance with the terms of this letter or the appointment of the Interim Facility Agent and the Interim Security Agent (each as defined in the Interim Facilities Agreement);

(c) such amendments as you consider to be necessary or desirable so as to give effect to any of the Offer or the Scheme mechanics (save for any amendments which are materially adverse to the interests of the original lenders of the Interim Facilities (taken as a whole)); and

(d) such other amendments which the parties hereto and any Additional Commitment Parties have agreed to.

2.2 The obligations under the Interim Facilities Agreement shall be separately enforceable in accordance with its terms. The provisions of this letter will also remain in full force and effect notwithstanding the entry into the Interim Facilities Agreement and the advance of funds thereunder, unless this letter has been terminated in accordance with its terms.

2.3 We further refer to the letter from us dated on or around the date of this letter relating to the documentary conditions precedent set out in Schedule 3 (*Conditions Precedent*) to the Agreed Form Interim Facilities Agreement, as such letter may be amended, amended and restated, supplemented, modified, varied or replaced from time to time (the "**Interim CP Satisfaction Letter**").

2.4 The terms and conditions of this letter shall continue to apply for the purposes of paragraph (a) of clause 3 (*The Making of the Interim Facilities*) of the Interim Facilities Agreement and the Facilities Agreements (once executed) and accordingly, we confirm, in our various capacities under the Interim Facilities Agreement and each of the Facilities Agreements (as defined below), that:

(a) all documents, evidence and other conditions to first utilisation of the Interim Facilities referred to in paragraph 2.2(a) of the Interim CP Satisfaction Letter:

(i) have been received by us, are in form and substance satisfactory to us and as such the corresponding conditions precedent in the Interim Facilities Agreement will be treated as having been irrevocably and unconditionally satisfied on the date of execution of the Interim Facilities Agreement; and

(ii) will be accepted by us in satisfaction of the equivalent conditions precedent in any Facilities Agreement on the date of execution of the applicable Facilities Agreement; and

(b) all documents, evidence and other conditions to first utilisation of the Interim Facilities referred to in paragraph 2.2(b) of the Interim CP Satisfaction Letter:

(i) are in an agreed form; and

(ii) once executed and/or delivered in such agreed form (together with (A) such amendments as are not materially adverse to the interests of the Original Interim Lenders (taken as a whole) under the Interim Finance Documents (B) such amendments, variations, supplements, modifications, additions or changes required by you in order to complete any missing, or correct, supplement or clarify any, information (or any other matter), or that are minor, technical or administrative in nature or (C) any other changes or additions approved by the Instructing Commitment Parties (acting reasonably and in good faith)), as the case may be, by the Company (or such other relevant party):

(A) will be in form and substance satisfactory to us;

(B) will be accepted by us in satisfaction of the corresponding conditions precedent in the Interim Facilities Agreement, which will be treated as having been irrevocably and unconditionally satisfied on the date of such execution and/or delivery and following which the Interim Facilities shall be unconditionally available for utilisation; and

(C) will be accepted by us in satisfaction of the equivalent conditions precedent in any Facilities Agreement on the date of execution of the applicable Facilities Agreement, once any necessary changes have been made solely to reflect that funding will occur under the applicable Facilities Agreement and/or pursuant to the issuance of the SSNs (and not under the Interim Facilities Agreement).

3 Documentation

3.1 It is acknowledged and agreed by the parties to this letter, but without affecting the rights and the obligations of the parties under the Interim Facilities Agreement, that it is the parties' intention that:

(a) the availability and funding of the commitments in respect of the Revolving Facility take place pursuant to a facilities agreement relating to the Revolving Facility (the "**Revolving Facilities Agreement**") and not the Interim Facilities Agreement;

(b)

(i) funding of the commitments in respect of the SSN Bridge Facilities take place pursuant to a facility agreement relating to the SSN Bridge Facilities (the "**SSN Bridge Facilities Agreement**"); or

(ii) issuance of the SSNs take place pursuant to one or more Rule 144A / Regulation S offerings,

(or any combination thereof) and not the Interim Facilities Agreement; and

(c) they will negotiate the Facilities Agreements and related intercreditor agreement (the "**Intercreditor Agreement**") and other Finance Documents in good faith to reflect the provisions set out in the Commitment Documents and use all reasonable endeavours to execute the Facilities Agreements, the Intercreditor Agreement and the other Finance Documents within ten (10) Business Days (or such longer date as may be mutually agreed) of the date on which the Company notifies the Commitment Parties accordingly but in any event ten (10) Business Days prior to the Acquisition Closing Date (the "**Proposed Signing Date**") (and, if the Company fails to so notify the Commitment Parties, the Proposed Signing Date shall be deemed to be the date falling ten (10) Business Days prior to the Acquisition Closing Date) so that funding of the Transaction may take place pursuant to the Revolving Facilities Agreement and the SSN Bridge Facilities Agreement (and/or the issuance of the SSNs) and not the Interim Facilities Agreement.

3.2 If, despite negotiation in good faith and the use of all reasonable endeavours, the Facilities Agreements, the Intercreditor Agreement and the other Finance Documents have not been agreed by the parties prior to the Proposed Signing Date, then on the date falling five (5) Business Days thereafter (or such later date as counsel to the Company has prepared a draft for signature on the following basis) (but without affecting the rights and obligations of the parties under the Interim Facilities Agreement) the parties each undertake to sign (in each case as applicable to such party) (I) a Revolving Facilities Agreement, (II) the SSN Bridge Facilities Agreement and (III) an Intercreditor Agreement, which will contain:

(a) provisions which reflect the provisions of the Commitment Documents; and

(b) with respect to:

(i) the Revolving Facilities Agreement, in relation to any matter which is not (or which is only partially) dealt with in the Commitment Documents, but which is dealt with in the facilities agreement shared with the Arrangers on or prior to the date of this letter for the Sponsor transaction referred to as "*Project Kronos*" dated 1 December 2025 (the "**Precedent Revolving Facilities Agreement**"), provisions which are consistent with the corresponding provisions of the Precedent Revolving Facilities Agreement; **provided that** any industry or sector specific provisions relating to aircraft and aircraft assets, infrastructure and other related terms shall be based on the indenture originally dated 17 February 2023 referred to as "*Project Alpha*" (the "**Aircraft Precedent Indenture**");

(ii) the SSN Bridge Facilities Agreement:

(A) in relation to any matter which is not (or which is only partially) dealt with in the Commitment Documents, but which is (or will be) dealt with in the Revolving Facilities Agreement, provisions which are consistent with the corresponding provisions of the Revolving Facilities Agreement; and

(B) in relation to any matter which is not (or which is only partially) dealt with in the Commitment Documents or the Revolving Facilities Agreement but which is dealt with in the SSN Bridge Facility Agreement shared with the Arrangers on or before the date of this letter, relating to the Sponsor transaction referred to as "*Project Whishaw*" dated 21 August 2024 (the "**Precedent Bridge Facility Agreement**"), provisions which are consistent with the corresponding provisions of the Precedent Bridge Facility Agreement; **provided that** (i) the schedules thereof that are governed by New York law shall be based on the indenture dated 1 December 2025 related to "*Project Kronos*" (such indenture, as modified by any provisions of the following sub-paragraph (ii), the "**Precedent SSN Indenture**"); and (ii) any industry or sector specific provisions relating to aircraft and aircraft assets, infrastructure and other related terms shall be based on the Aircraft Precedent Indenture;

(iii) the SSN Indenture:

(A) in relation to any matter which is not (or which is only partially) dealt with in the Commitment Documents but which is dealt with in those provisions of the Revolving Facilities Agreement which are interpreted in accordance with New York law, provisions which are consistent with the corresponding provisions of the Revolving Facilities Agreement; and

(B) in relation to any matter which is not (or which is only partially) dealt with in the Commitment Documents or in those provisions of the Revolving Facilities Agreement which are interpreted in accordance with New York law, but which is dealt with in the Precedent SSN Indenture, provisions which are consistent with the corresponding provisions of the Precedent SSN Indenture; and

(iv) the Intercreditor Agreement, in relation to any matter which is not (or which is only partially) dealt with in the Commitment Documents but which is dealt with in the intercreditor agreement received by the Arrangers on or prior to the date of this letter relating to the Sponsor transaction referred to as "*Project Kronos*" dated 10 November 2025 (the "**Precedent Intercreditor Agreement**"), provisions which are consistent with the corresponding provisions of the Precedent Intercreditor Agreement,

in each case, amended as necessary to reflect the terms and conditions of recent top tier sponsor precedents and/or transactions of top tier sponsors (including the Sponsor) and their portfolio companies, in each case, in the European leveraged finance market ("**Market Terms**") and the legal structure, capital structure and jurisdictions of the Acquisition and the Target Group (and any anticipated business growth), the relevant sector, business requirements and strategy, forward looking business plan and relative EBITDAR of the Target Group and the Group (each of the foregoing the "**Deal Specific Terms**") and the provisions of the Commitment Documents and provided that no covenant, exception, threshold or basket level in the Revolving Facilities Agreement shall be more onerous for the Group or the Target Group than those set out in the SSN Bridge Facilities Agreement or any notes purchase agreement and notes indenture in respect of the SSNs (the "**SSN Purchase Agreement**" and the "**SSN Indenture**" respectively) (as applicable) and at the Company's option, taking into consideration the terms of the existing financing arrangements of the Target Group.

3.3 Notwithstanding paragraph 3.2 above, to the extent not set out in Schedule 1 (*Key Baskets and Thresholds*) of the Revolving Facilities Term Sheet:

(a) the thresholds and basket levels applicable to the representations, undertakings and events of default in the Facilities Agreements, the SSN Indenture and the Intercreditor Agreement (together the "**Debt Financing Documents**") will be based on the Precedent Revolving Facilities Agreement, the Precedent Bridge Facility Agreement, the Precedent SSN Indenture and/or the Precedent Intercreditor Agreement (as applicable and, in each case, as adjusted in accordance with paragraph 3.2 above and the terms of the Commitment Documents) (together, the "**Precedent Agreements**") and sized taking into account the anticipated operational requirements and flexibility of the Target Group following the Acquisition Closing Date; and

(b) to the extent such thresholds and basket levels cannot be agreed between the parties, the thresholds and baskets in each Debt Financing Document will be based on the corresponding thresholds and baskets in the relevant Precedent Agreement, proportionately increased or decreased to reflect the difference in the EBITDA and gross assets (as relevant) of the target group to which the relevant Precedent Agreements relate at the time of its acquisition to the EBITDA and gross assets (as relevant) of the Target Group (ascertained by reference to the latest available audited or unaudited financial statements of the Target Group) and any related adjustments consistent with the Base Case Model and any Reports,

and, in each case, amended as necessary to reflect Market Terms, the Deal Specific Terms and the provisions of the Commitment Documents.

3.4 In relation to any other matter in respect of any Debt Financing Document which is not dealt with (or which is only partially dealt with) as provided in this paragraph 3, the relevant language shall be:

(a) such option or language as is reasonably requested by (or on behalf of) the Company; or

(b) if the Company does not specify (or no specification is provided on its behalf) any option or language within ten (10) Business Days of the date of a written request by the Commitment Parties, such option or language reasonably requested by the Commitment Parties.

3.5 The first draft of each Debt Financing Document will, unless otherwise agreed, be prepared by the Company's lawyers on a basis that is consistent with the approach described in this paragraph 3.

3.6 We agree that we shall, if required by you (acting reasonably and in good faith), use all reasonable endeavours to coordinate the timing and procedures for funding the Facilities and/or the Interim Facilities (as applicable) in a manner consistent with, and so as to best correspond to, the timing required by you in connection with your obligations under, the Acquisition Documents (as defined in the Agreed Form Interim Facilities Agreement).

4 Appointment

4.1 On acceptance of the offer set out in this letter and subject to the terms of this letter (including paragraphs 4.2 and 15.4 below), and except as otherwise provided in the Commitment Documents, the Company:

(a) appoints each Original Arranger as an arranger and bookrunner of the Facilities and the Interim Facilities and each Original Arranger hereby agrees to act as an arranger and bookrunner of the Facilities and the Interim Facilities;

(b) appoints each Original Underwriter as an underwriter and original lender of the Facilities and the Interim Facilities and each Original Underwriter hereby agrees to act as an underwriter and original lender of the Facilities and the Interim Facilities; and

(c) subject to paragraph 4.2 below, agrees that no additional arrangers, bookrunners or underwriters of the Facilities and the Interim Facilities will be appointed, other than in accordance with this letter or the other Commitment Documents, **provided that** the Company may, in its absolute discretion (and notwithstanding any other term, express or implied of the Commitment Documents), award any titles, roles or designations (including "*lead left*", "*global coordinator*" and/or "*physical bookrunner*") in respect of the Acquisition, the Facilities, the SSNs or the Interim Facilities to any person.

4.2 Notwithstanding any other provision in the Commitment Documents, the Commitment Parties acknowledge and agree that the Company may, no later than the earlier of (x) the date falling twenty-five (25) Business Days from (and excluding) the Countersign Date and (y) pricing of the SSNs (in the case of mandates relating to the SSN Bridge Facilities) (as such date may be extended from time to time with the consent of the Commitment Parties (each acting reasonably)) mandate and appoint one or more other banks, financial institutions or other persons as Additional Commitment Parties under the Facilities (pro rata under the Facilities except as expressly provided in the following proviso) and the respective Interim Facilities **provided that**:

(a) any reduction in our commitments in the relevant Facilities and, in each case, the corresponding Interim Facilities (and the reduction of the commitments of any Additional Commitment Party previously appointed in accordance with this paragraph 4.2 unless otherwise elected by the Company (in its sole discretion)) required to accommodate an Additional Commitment Party's participation shall be made pro rata to our (and any other Additional Commitment Parties') respective commitments in such Facility and such

Interim Facilities unless otherwise agreed with us, provided that any allocation of commitments under the SSN Bridge Facilities (and the corresponding Interim SSN Bridge Facilities) to any Additional Commitment Party shall be accompanied by a pro rata allocation of commitments under the Revolving Facility (and the Interim Revolving Facility) unless (i) such reduction is of a greater than pro rata amount of our commitments in the Revolving Facility (and the Interim Revolving Facility) or (ii) the Additional Commitment Party is an Affiliate of the Sponsor, in which case, it shall not be required to participate in the Revolving Facility;

(b) for the avoidance of doubt, (i) any reduction solely in our commitments in the Revolving Facility and the Interim Revolving Facility required to accommodate an Additional Commitment Party's participation (and the award by you of any titles solely in relation to the Revolving Facility and the Interim Revolving Facility in connection therewith) shall not be subject to any allocation or timing restrictions and shall not be required to be made pro rata to our (and any other Original Commitment Parties') respective commitments in the Revolving Facility and the Interim Revolving Facility and (ii) in respect of any increase (or similar) of the total commitments under the Revolving Facility, there shall be no restrictions in connection with such increase (or similar) and/or the allocation of such additional commitments under the Revolving Facility (including the award by you of any titles solely in relation to the Revolving Facility in connection therewith) (**provided that** the aggregate commitments in the Revolving Facility and the Interim Revolving Facility shall not exceed the maximum amount of indebtedness which would be permitted to be incurred pursuant to the "Credit Facilities Basket" as set out in the Revolving Facilities Term Sheet); and

(c) subject to the proviso set out in paragraph 4.1(c) above, we and any Additional Commitment Party participate in the applicable Facilities and, in each case, the corresponding Interim Facilities on the same terms (or terms more favourable to the Commitment Parties) contained within this letter (other than with respect to the amount of our and any Additional Commitment Party's commitments in the applicable Facilities and, in each case, the corresponding Interim Facilities which may be different) and the other Commitment Documents with all such fees in respect of the applicable Facilities or, in each case, the corresponding Interim Facilities set out in the relevant Fee Letter being split pro rata to our and any Additional Commitment Party's respective commitments under that Facility or Interim Facility regardless of whether the Facilities or the Interim Facilities have already been funded,

provided further that, to the extent the Closing Date or the Interim Closing Date (as defined in the Agreed Form Interim Facilities Agreement) (as applicable) has occurred prior to the accession of any Additional Commitment Party pursuant to the terms of the Commitment Documents, we hereby undertake to enter into any transfer certificate, assignment agreement or similar documentation in accordance with the applicable transfer provisions under the Revolving Facilities Agreement, the SSN Bridge Facilities Agreement or the Interim Facilities Agreement (as applicable) to duly effect the corresponding transfer of our commitments under the applicable Facilities or Interim Facilities to each such Additional Commitment Party.

4.3 We confirm that, unless otherwise notified to the Company on or prior to the date of this letter, we are prepared to act (or one of our Affiliates is prepared to act) as:

(a) facility agent in respect of any or all of the Facilities (the "**Agent**");

(b) common security agent in respect of each of the Facilities (and, to the extent issued, the SSNs) (the "**Security Agent**");

(c) Interim Facility Agent (as defined in the Interim Facilities Agreement);

(d) Interim Security Agent (as defined in the Interim Facilities Agreement);

(e) Fronting Issuing Bank (as such role is defined in and contemplated under the Precedent Revolving Facilities Agreement as it applies to the Transaction); and

(f) Issuing Bank (as such role is defined in and contemplated under the Precedent Revolving Facilities Agreement as it applies to the Transaction),

provided that we acknowledge that:

(i) the Agent, the Security Agent, Fronting Issuing Bank, and Issuing Bank shall be appointed by the Company in accordance with the Term Sheets and/or the applicable Facilities Agreement; and

(ii) the Interim Facility Agent and the Interim Security Agent shall be appointed by the Company in accordance with this letter and the Interim Facilities Agreement.

4.4 We confirm that:

(a) unless otherwise notified to the Company on or prior to the date of this letter, we shall enter into and execute (and/or to procure that any relevant Affiliate of ours enters into and executes) by no later than twenty-four (24) hours (excluding any hour on any calendar day that is not a Business Day) following written request from the Company, the Interim Facilities Agreement in our capacity as Interim Facility Agent and/or Interim Security Agent (as requested by the Company);

(b) our commitments under this letter are not conditional on being appointed as Agent, Security Agent, Interim Facility Agent and/or Interim Security Agent; and

(c) we will accept the appointment of any Commitment Party, any of their Affiliates or any other person selected by the Company as Agent, Security Agent, Interim Facility Agent and/or Interim Security Agent.

4.5 We hereby irrevocably and unconditionally undertake, upon the request of the Company, to enter into new Commitment Documents and any other appropriate documentation to amend or replace the Commitment Documents, the Facilities Agreements, the Interim Facilities Agreement, the Intercreditor Agreement, the other Finance Documents and any Interim Finance Documents:

(a) so long as the Commitment Documents have been provided individually by us, to combine other banks, financial institutions or other persons into a single set of substantially equivalent documents that are consistent in all material respects with the Commitment Documents (or terms more favourable to the Commitment Parties), with allocated commitments for us that are up to the percentages or amounts set forth in this Commitment Letter; and

(b) to reflect any changes required to reflect the accession of each of the Additional Commitment Parties, and joining such Additional Commitment Parties as a party to the relevant documents.

4.6 The obligations of the Commitment Parties are several. No Commitment Party is responsible for the obligations of any other Commitment Party and failure by a Commitment Party to perform its obligations does not affect the obligations of any other Commitment Party.

5 Conditions

5.1 The commitment of (i) each Arranger to arrange and manage the Facilities and (ii) each Underwriter to underwrite and act as original lender in respect of the relevant proportion of the Facilities, on the terms and subject to the conditions set out in the Commitment Documents (but not the commitment to provide the Interim Facilities or the rights and obligations of the parties under the Interim

Facilities Agreement), is subject only to the execution of the Facilities Agreements and the Intercreditor Agreement in accordance with paragraphs 2 (*Financing and Commitment*) and 3 (*Documentation*) above and there are no other conditions, express or implied, to such commitment.

5.2 For the avoidance of doubt and notwithstanding any provision to the contrary in the Commitment Documents, we hereby acknowledge and agree that our obligation to provide the Interim Facilities is subject only to the terms and conditions set out in the Interim Facilities Agreement and nothing in the Commitment Documents (including, without limitation, any breach or termination of this letter or any failure to agree any documents pursuant to paragraph 2 (Financing and Commitment)) above shall prevent us from funding, participating or making available the Interim Facilities in accordance with the provisions of the Interim Facilities Agreement.

5.3 Each Commitment Party confirms that:

(a) it has completed and is satisfied with the results of:

(i) all client identification procedures in respect of the Investors and the Obligors (as defined in the Agreed Form Interim Facilities Agreement) that, in each case, it is required to carry out in connection with making the Facilities or, as the case may be, the Interim Facilities available in connection with the Transaction and assuming its other liabilities and assuming and performing its obligations under the Commitment Documents, in compliance with all applicable laws, regulations and internal requirements (including, without limitation, all applicable money laundering rules and "*know your customer*" requirements); and

(ii) all due diligence which has been carried out by it, or on its behalf, in respect of the Transaction and assuming its liabilities and assuming and performing its obligations under the Commitment Documents, the Group (as defined in each Term Sheet) and the Target Group and that it has no further due diligence requirements;

(b) it has obtained all necessary approvals (including credit committee approvals and all other relevant internal approvals) to allow it to arrange, manage, underwrite and/or make available the Facilities and the Interim Facilities to be arranged, managed, underwritten and/or made available by it in the amounts specified in this letter and does not require any further internal credit sanctions or other approvals in order to arrange, manage, underwrite and make available the Facilities or the Interim Facilities (as applicable) in such amounts; and

(c) it has received, reviewed and is satisfied with the form of:

(i) each of the legal opinions set out in paragraph 3 of Part I (*Conditions Precedent to Signing*) of Schedule 3 (*Conditions Precedent*) to the Agreed Form Interim Facilities Agreement;

(ii) the Announcement;

(iii) each of the Reports (as defined in paragraph 5 of Part I (*Conditions Precedent to Signing*) of Schedule 3 (*Conditions Precedent*) of the Agreed Form Interim Facilities Agreement); and

(iv) the base case model set out in paragraph 6 of Part I (*Conditions Precedent to Signing*) of Schedule 3 (*Conditions Precedent*) to the Agreed Form Interim Facilities Agreement, in each case, in such form provided to us on or prior to the date of this letter and that we will accept in satisfaction of any condition precedent to the availability of the Interim Facilities or, as the case may be, the Facilities (or, in substitution for all (or part) of the SSN Bridge Facilities, the issuance of the SSNs) requiring delivery of that document a final version of the document which is not different in respects which are materially adverse to our interests under the Interim Facilities or the Facilities (as applicable) compared to the version of the document accepted by us pursuant to this paragraph.

5.4 The Company and/or the Sponsor (in their sole and absolute discretion) may elect to update their due diligence (including any Reports) from time to time and deliver any updated Reports to the Arrangers and Underwriters after the date of this letter, and each such updated Report shall be deemed to be in form and substance satisfactory to the Arrangers and the Underwriters if the final Reports are, in form and substance, substantially the same as the final versions or drafts (as applicable) received by the Arrangers and the Underwriters prior to the date of this letter, save for any changes which are not materially adverse to the Underwriters (taken as a whole) under the Commitment Documents, the Interim Finance Documents and the Finance Documents or any other changes approved by the Instructing Commitment Parties (each acting reasonably) with such approval not be unreasonably withheld, made subject to any condition or delayed. For the avoidance of doubt, the Company and/or the Sponsor may update any due diligence (including any Report) from time to time and there shall be no requirement for any such updates to be provided to the Arrangers, the Underwriters, any Interim Finance Party or any Finance Party (and failure to provide such updates shall not affect the satisfaction of this condition).

6 Fees, Costs and Expenses

6.1 The Company (or its designee) shall pay all fees, costs and expenses of the Commitment Parties, the Agent (under and as defined in each Facilities Agreement) and the Security Agent (under and as defined in each Debt Financing Document) in accordance with the provisions of the Fee Letters or as set out in the Term Sheets (without double counting).

6.2 Subject to paragraph 6.3 below and save as otherwise provided in the Fee Letters or the HY Engagement Letter, no fees or other closing payments (including, for the avoidance of doubt, arrangement, underwriting, market participation, ticking and commitment fees), costs or expenses will be payable if the Closing Date does not occur.

6.3 Reasonable and properly incurred legal costs (which have to be pre-agreed), expenses and disbursements in connection with the drafting and the negotiating of the Commitment Documents and/or the Debt Financing Documents and any other pre-agreed costs or expenses, in each case, up to an amount agreed between the Instructing Commitment Parties (or their lead counsel) and the Company (or on its behalf) subject to a broken deal discount will be payable by the Company (or on its behalf) even if the Closing Date does not occur.

7 Payments

7.1 All payments to be made by the Company to a Commitment Party under the Commitment Documents (save in relation to payments made under the Interim Facilities Agreement which shall be made in accordance with the terms of the Interim Facilities Agreement):

(a) shall be paid in Sterling and in immediately available, freely transferable cleared funds to such account with such bank as the relevant Commitment Party shall notify to the Company with at least five (5) Business Days' prior written notice;

(b) shall be paid without set off or counterclaim and free and clear from any deduction or withholding for or on account of any tax ("**Tax Deduction**"), unless such Tax Deduction is required by law; and

(c) are exclusive of any value added tax or similar charge ("**VAT**") except where a Commitment Party (or any of its Affiliates) has exercised an option to treat any supply or supplies hereunder as subject to VAT, in which case all amounts payable hereunder shall be inclusive of VAT to the extent such VAT arises as a result of the exercising of such option.

7.2 If a Tax Deduction is required to be made by law on a payment under any Commitment Document (save in relation to amounts payable under the Interim Facilities Agreement which shall be made in accordance with the terms of the Interim Facilities Agreement), the amount of the payment due shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required except to the extent that such withholding or deduction would not have arisen but for: (i) the beneficiary of such payment (or any of its Affiliates) being resident in or having any present or former connection with the jurisdiction imposing the relevant tax, other than any connection arising solely as a result of receiving payments hereunder; or (ii) the failure of the beneficiary of such payment (or any of its Affiliates) to provide any form, certificate, document or other information that would have reduced or eliminated such deduction or withholding where such form, certificate, document or other information was reasonably requested in writing by the Company.

7.3 Without limiting the foregoing and subject to paragraph 7.1(c) above, if VAT, is or becomes chargeable in respect of an amount payable by the Company to a Commitment Party under the Commitment Documents (save in relation to amounts payable under the Interim Facilities Agreement which shall be made in accordance with the terms of the Interim Facilities Agreement) which constitutes consideration for any supply or supplies for VAT purposes and such Commitment Party (or a member of a group or fiscal unity of which it is part) is required to account to the relevant tax authority for the VAT, the Company shall pay (or procure the payment of) (in addition to any other consideration for the relevant supply or supplies) an amount equal to the VAT chargeable on that supply or supplies to the relevant Commitment Party (subject to such Commitment Party promptly providing a valid VAT invoice to the recipient of the supply or supplies to which such VAT relates).

7.4 For the avoidance of doubt, where a Commitment Document (save in relation to amounts payable under the Interim Facilities Agreement which shall be made in accordance with the terms of the Interim Facilities Agreement) requires that a Commitment Party or Indemnified Person is to be reimbursed or indemnified for any cost or expenses, such reimbursement or indemnification (as the case may be) shall include an amount equal to any VAT which has been incurred on such cost or expense, save to the extent that the relevant Commitment Party or Indemnified Person determines (acting reasonably and in good faith) that it (or a member of a group or fiscal unity of which it is part) has obtained or is entitled to credit or repayment in respect of such VAT from a tax authority.

7.5 For the avoidance of doubt, notwithstanding anything to the contrary in this paragraph 7 (*Payments*), all payments made under the Interim Facilities Agreement, the Revolving Facilities Agreement, the SSN Bridge Facilities Agreement shall be made in accordance with the terms of the Interim Facilities Agreement, the Revolving Facilities Agreement and the SSN Bridge Facilities Agreement (as applicable).

8 Information

8.1 At the times set out in paragraph 8.2 below, the Company represents and warrants to the Commitment Parties that, to its knowledge (but provided that the accuracy of such representation and warranty shall not be a condition to funding in respect of any of the Facilities):

(a) any material written factual information (taken as a whole) provided to the Commitment Parties by, or on behalf of it, or any other member of the Group (other than the Target Group) in connection with the Transaction (the "**Information**") is true and accurate in all material respects on:

(i) where such Information is dated, the date of such Information;

(ii) where such Information is stated to be accurate as at a particular date or stated to be given by reference to the facts and circumstances existing on a particular date, the date such Information is stated to be accurate or the date of the facts and circumstances by reference to which such Information is stated to be given; or

(iii) otherwise, the date on which such Information is provided;

(b) nothing has occurred or been omitted and no information has been given or withheld that results in the Information being untrue or misleading in any material respect (taken as a whole) in light of the circumstances under which such statements were or are made; and

(c) any financial projections contained in the Information have been prepared in good faith on the basis of recent historical information and on the basis of reasonable assumptions (it being understood that such projections may be subject to significant uncertainties and contingencies, many of which are beyond the control of the Company, and that no assurance can be given that the projections will be realised).

8.2 The representations and warranties set out in paragraph 8.1 above are deemed to be made by the Company on the date of this letter and by reference to the facts and circumstances then existing on the date hereof (or otherwise in respect of the period to which the relevant Information or projections are expressed to relate or the representations in respect thereof are expressed to be given).

8.3 The Company acknowledges that the Commitment Parties will be relying on the Information without carrying out independent verification.

8.4 The representations and warranties in paragraph 8.1 above will be superseded by those in the Interim Facilities Agreement, the Revolving Facilities Agreement and the SSN Bridge Facilities Agreement (in each case once signed by all parties thereto).

9 Indemnity

9.1 Whether or not the Facilities Agreements are signed, the Company shall within ten (10) Business Days of written demand (or, if such demand is made prior to the Closing Date, within ten (10) Business Days of the earlier of (a) the Closing Date and (b) the expiry of the Certain Funds Period) (together with reasonably detailed back up documentation supporting such demand) indemnify and hold harmless the Commitment Parties and any of their respective Affiliates and any of their (or their respective Affiliates') directors, officers, agents, advisers and employees (as applicable) in each case in their capacity as an arranger, underwriter and/or original lender (each an "**Indemnified Person**") against any cost, expense, loss, liability (excluding any loss of profit or premia, but including, except as specified below without limitation, 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, without limitation, any action, claim, investigation or proceeding to preserve or enforce rights), commenced or threatened, relating to this letter, the Commitment Documents, the Facilities or the Interim Facilities, the Facilities Agreements or the Interim Facilities Agreement or the Acquisition or the use or proposed use of proceeds of the Facilities or the Interim Facilities or the arranging or underwriting of the Facilities or the Interim Facilities except to the extent such cost, expense, loss or liability resulted:

(a) directly from fraud, the gross negligence or wilful misconduct of such Indemnified Person or results from such Indemnified Person breaching a term of or not complying with any of its obligations under the Commitment Documents, the Facilities Agreements or the Interim Facilities Agreement, any other Finance Document (as will be defined in each Facilities

Agreement), any Interim Finance Document or any Confidentiality Undertaking (as defined in paragraph 9.2 below) given by that Indemnified Person; or

(b) from or relates to any disputes solely among Indemnified Persons and not arising out of any act or omission of the Company or any other entity controlled by the Investors.

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

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

(b) consults with the Company fully and promptly with respect to the conduct of the relevant claim, action or proceeding;

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

(d) does not settle any such claim, action or proceeding without the Company's prior written consent (such consent not to be unreasonably withheld or delayed),

provided that the Indemnified Person shall also be entitled to appoint (at their cost) their own legal counsel in each applicable jurisdiction in respect of any such claim, action or proceeding and the above indemnity shall be superseded by any corresponding indemnity contained in the Interim Facilities Agreement, the Revolving Facilities Agreement and the SSN Bridge Facilities Agreement (or, in substitution for all (or part) of the SSN Bridge Facilities Agreement, the SSN Purchase Agreement and SSN Indenture) (in each case once signed by all parties thereto).

9.3 Paragraph 9.1 shall not apply to the extent that the relevant cost, expense, loss or liability incurred by or awarded against the Indemnified Person falls within any of the categories of exceptions set out in clause 10.2 (*Exceptions from gross-up*), clause 10.3 (*Tax indemnity*) or paragraph (b) of clause 11.1 (*Increased Costs*) of the Agreed Form Interim Facilities Agreement or paragraphs 7.1(c), 7.2 or 7.4 above.

9.4 The Contracts (Rights of Third Parties) Act 1999 shall apply to this paragraph 9 so that each Indemnified Person may rely on it, subject always to the terms of paragraphs 10 (*Third Party Rights*) and 22 (*Governing Law and Jurisdiction*).

9.5 No Commitment Party shall 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 paragraph 9.1.

9.6 Neither (x) any Indemnified Person, nor (y) the Investors (or any of their respective subsidiaries or Affiliates), the Company (or any of its Subsidiaries or Affiliates), any member of the Target Group or any other Borrower (or any of their respective Subsidiaries or Affiliates) shall be liable for any indirect, special, punitive or consequential losses or damages in connection with its activities related to the Facilities, the Interim Facilities or the Commitment Documents.

9.7 Each Indemnified Person, shall in consultation with the Company, take all steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to this paragraph 9 (*Indemnity*).

10 Third Party Rights

10.1 Except as otherwise expressly provided in the Commitment Documents, the terms of the Commitment Documents may be enforced only by a party to such Commitment Documents and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

10.2 Notwithstanding any term of the Commitment Documents, no consent of a third party is required for any termination or amendment of the relevant Commitment Documents.

11 Confidentiality

11.1 Each of the parties to this letter acknowledges that all Confidential Information (as defined in paragraph 11.2 below) is confidential and no party to this letter shall (and each party shall ensure that none of its Affiliates or Related Funds (or any of their respective directors, officers, employees and agents) shall), without the prior written consent of each of the other parties to this letter, disclose any Confidential Information to any other person except:

(a) as required by law or as requested by any applicable governmental, tax or other regulatory authority or by any applicable stock exchange or if required in connection with any legal, administrative or arbitration proceedings, **provided that** the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that disclosing party (acting reasonably and in good faith), it is not practicable so to do in the circumstances;

(b) to its Affiliates and each of their (or their respective Affiliates') respective directors, officers, advisers (including to a financial adviser in connection with any cash confirmation procedure required by the City Code in relation to the Acquisition), employees, agents and professional advisers and representatives of each of the foregoing and their respective employees on a confidential and need-to-know basis for the purposes of the Facilities, the SSNs and the Interim Facilities, **provided that** the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking (unless such person is an employee, director or officer of a party or such party's Affiliate) and has been made aware of and agreed to be bound by the obligations under this paragraph or are in any event subject to confidentiality obligations as a matter of law or professional practice;

(c) the Company may disclose any Confidential Information for the purposes of the cash confirmation required by the City Code or otherwise as required by Applicable Securities Law or other law or regulation or by any governmental or regulatory body or by any applicable stock exchange (including any Relevant Regulator or any other applicable regulator or regulatory authority), including, in each case, to the extent required for the purposes of the Offer or Scheme (as applicable);

(d) the Company may disclose any Confidential Information to any actual or potential direct or indirect investor in the Company or any of its Holding Companies and any of their respective Affiliates and advisers **provided that** the person to whom the Confidential Information is to be given has been made aware of and agreed to be bound by the obligations under this paragraph or are in any event subject to confidentiality obligations as a matter of law or professional practice;

(e) that each of the parties to this letter may disclose any Confidential Information to any bank, financial institution or other person and any of their respective Affiliates and advisers with whom it is discussing the transfer, assignment or participation of any commitment or obligation under any Commitment Document, **provided that**:

(i) if such person is not listed on the list of lenders and potential lenders to be approved by the Company (or on its behalf) (the "**Approved List**") it must obtain the prior written consent of the Company prior to providing the Confidential Information to such person; and

(ii) the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;

(f) that the Company may make the Commitment Documents available to the board of directors and/or management of the Target Group, any principal shareholder and each of their professional advisers in connection with the Acquisition (provided that, in respect of any such disclosure to the foregoing persons, the fee amounts, flex provisions and securities demand provisions (as relevant) are redacted or otherwise withheld), provided that they have been made aware of and agree to be bound by the obligations under this paragraph or are in any event subject to confidentiality obligations as a matter of law or professional practice;

(g) that the Company may disclose the existence of the Interim Facilities Agreement, the Facilities Agreements, the SSN Purchase Agreement and/or the SSN Indenture and their respective terms and the identity of each party thereto in connection with the Acquisition;

(h) subject to prior consultation with the Company, to rating agencies (only in connection with obtaining a rating required under the Commitment Documents and/or the Debt Financing Documents) who have been made aware of, and agree to be bound by, the obligations under this paragraph or are in any event subject to confidentiality obligations as a matter of law or professional practice;

(i) as part of any "due diligence" defence where the recipients have been made aware of, and agree to be bound by, the obligations under this paragraph or are in any event subject to confidentiality obligations as a matter of law or professional practice; and

(j) other than to the extent permitted pursuant to the preceding paragraphs above, to the extent the Company, in the case of disclosure by a Commitment Party, or the Instructing Commitment Parties, in the case of disclosure by the Company, have consented to such disclosure in writing (which may include through electronic means).

11.2 In this letter:

"**Confidential Information**" means:

(a) in so far as it relates to disclosure of such information by the Company only, the fee amounts, flex provisions and securities demand provisions of the Commitment Documents except when disclosed to any person who may join as an Additional Commitment Party or lender of the Facilities or the Interim Facilities; and

(b) in so far as it relates to disclosure of such information by the Commitment Parties:

(i) the Commitment Documents and all of their terms; and

(ii) all information relating to the Company, the Group, the Investors, the Target Group, the Acquisition, the Finance Documents (to be defined in each Facilities Agreement), the Interim Finance Documents, the Facilities, the SSNs and/or the Interim Facilities which is provided to a Commitment Party or any of their Affiliates or advisers (the "**Receiving Party**") in relation to the Transaction, the Finance Documents, the Interim Finance Documents, the Facilities, the SSNs and/or the Interim Facilities by the Company, the Group, the Investors, the Target Group or any of their Affiliates or advisers (the "**Providing Party**"), in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

(A) is or becomes public information other than as a direct or indirect result of any breach by the Receiving Party of a confidentiality agreement to which that Receiving Party is party;

(B) is identified in writing at the time of delivery as non-confidential by the Providing Party; or

(C) is known by the Receiving Party before the date the information is disclosed to the Receiving Party by the Providing Party or is lawfully obtained by the Receiving Party after that date, from a source which is, as far as the Receiving Party is aware, unconnected with the Providing Party, the Company, the Investors, the Group or the Target Group and which, in either case, as far as the Receiving Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

"**Confidentiality Undertaking**" means a confidentiality undertaking substantially in the form of the latest version of such undertaking recommended by the Loan Market Association or in any other form agreed between the Company and the Commitment Parties and in each case capable of being relied upon by (without requiring signature by virtue of reliance on The Contracts (Rights of Third Parties) Act 1999), and not capable of being materially amended without the consent of, the Company.

12 Publicity and Announcements

12.1 All publicity in connection with the Facilities, the SSNs and Interim Facilities shall be managed jointly by the Commitment Parties and the Company.

12.2 Subject to paragraph 4 (*Appointment*) above, no public announcements regarding the Facilities, the SSNs, the Interim Facilities or any appointment of any Commitment Party or the Transaction shall be made without the prior written consent of the Commitment Parties and the Company.

13 Conflicts

13.1 The provisions of this paragraph 13 are without prejudice to and subject to the obligations of the parties under paragraph 11 (*Confidentiality*).

13.2 Each Commitment Party agrees that it will use the information supplied by the Company (or any other person on the Company's behalf) in connection with the Transaction for the sole purpose of providing advice and/or financing to the Company (and its Affiliates) in its capacity as a Commitment Party.

13.3 No Commitment Party (nor any of their Affiliates) shall use any Confidential Information in connection with providing services to other persons or furnish such information to such other persons.

13.4 The Company acknowledges that the Commitment Parties have no obligation to use any information obtained from another source for the purposes of the Facilities, the SSNs or the Interim Facilities or to furnish such information to the Company or its Affiliates.

13.5 Neither the relationship described in this letter nor the services provided by the Commitment Parties or any of our respective Affiliates to the Company or its Affiliates or any other matter will give rise to any fiduciary, equitable or contractual duties (including, without limitation, any duty of confidence) which could prevent or hinder the Commitment Parties or their respective Affiliates providing similar services to other customers, or otherwise acting on behalf of other customers or for their own account, subject at all times to the provisions of paragraph 13.7 being complied with. However, the Commitment Parties shall not use any Confidential Information in connection with providing services to other persons or furnish such information to such other persons. No Commitment Party shall, nor shall any of their respective Affiliates, be required to account to the Company for any payment, remuneration, profit or benefit obtained by it as a result of acting in the ways referred to above or as a result of entering into any transaction with the Company or its Affiliates or providing services to the Company or its Affiliates.

13.6 The Commitment Parties reserve the right to employ the services of certain of their respective Affiliates (the "**Arranger Affiliates**") in providing services incidental to the provision of the Facilities, the Interim Facilities or the issuance of the SSNs (as applicable) and to the extent a Commitment Party employs the services of such an Arranger Affiliate, it will procure that such Arranger Affiliate performs its obligations as if such Arranger Affiliate were a party to this letter in the relevant capacity. The Company agrees that in connection with the provision of such services, the Commitment Parties and our Arranger Affiliates may share with each other any Confidential Information or other information relating to the Company, the Investors, the Group and the Target Group, subject to the Arranger Affiliates agreeing to keep confidential any such Confidential Information or other information in accordance with the provisions of paragraph 11 (*Confidentiality*) of this letter.

13.7 Each Commitment Party and the Company acknowledges that any of the Commitment Parties and their Affiliates may act in more than one capacity in relation to this transaction and may, unless otherwise agreed with the Sponsor, provide debt financing, equity capital or other services to other persons with whom the Company or its Affiliates may have conflicting interests in respect of the Acquisition, the Facilities, the Interim Facilities and the transactions contemplated by the HY Engagement Letter, **provided that** the other provisions of this paragraph 13 are complied with.

14 Assignments

14.1 Subject to the other provisions of this paragraph 14:

(a) no Commitment Party may assign any of its rights or transfer any of its rights or obligations under the Commitment Documents (other than to an Affiliate with at least equivalent credit worthiness, **provided that** the Commitment Party remains responsible for the performance by such Affiliate of all of that Commitment Party's obligations and any such functions under the Commitment Documents and for any loss or liability suffered by the Company or its Affiliates as a result of such Affiliate's failure to perform such obligations and any such functions) (the "**Permitted Lender Transferees**") without the prior written consent of the Company and **provided that**:

(i) each Permitted Lender Transferee shall assume and acquire the same rights and obligations against the other parties to the Commitment Documents as if it was an original party to this letter (including in relation to the status of all documentary conditions precedent under the Interim Facilities Agreement); and

(ii) the Commitment Party shall remain responsible for the performance by each such Permitted Lender Transferee of all of that Commitment Party's obligations and any such functions under the Commitment Documents and for any loss or liability suffered by the Company or its Affiliates as a result of such Permitted Lender Transferee's failure to perform such obligations,

and, in all cases prior to the execution and effectiveness of any such assignment or transfer, any documentation effecting any such assignment or transfer shall include the rights and obligations in this paragraph to the reasonable satisfaction of the Company and shall provide that such provisions are capable of reliance and enforcement by the Company and any purported assignment or transfer without such consent, or not otherwise in accordance with this paragraph, shall be null and void; and

(b) other than as set out in paragraph 14.3 below, the Company may not assign any of its rights or transfer any of its rights or obligations under the Commitment Documents.

14.2 Each Commitment Party may delegate any or all of its rights and obligations under the Commitment Documents to any of its Affiliates (each a "**Delegate**") and may designate any Delegate as responsible for the performance of its appointed functions under the Commitment Documents, **provided that** such Commitment Party shall remain responsible for the performance by each Delegate of any such functions under the Commitment Documents and for any loss or liability suffered by the Company, the Group or the Investors as a result of such Delegate's failure to perform such obligations.

14.3 The Company may assign its rights or transfer its rights and obligations under the Commitment Documents (the date of such assignment or transfer being the "**Effective Date**") to any other company, partnership or person (including newly formed companies, partnerships or persons) directly or indirectly controlled by the Investors for the purposes of the Transaction as is consistent with the Tax Structure Memorandum or that is incorporated in Jersey or England and Wales (or, with the prior written consent of the Commitment Parties, any other person) (a "**Permitted Company Transferee**"), by executing and delivering to the Commitment Parties an accession deed executed by the Permitted Company Transferee in substantially the form set out at Appendix E (*Form of Accession Deed*), or such other form as may be agreed between the Instructing Commitment Parties and the Company (each acting reasonably) (an "**Accession Deed**"), **provided that**:

(a) at the time of such assignment or transfer each Commitment Party has (acting reasonably) completed all of its applicable anti-money laundering and "know your customer" requirements on the relevant Permitted Company Transferee which the Commitment Parties undertake to complete as soon as reasonably practicable upon the request of the Company; and

(b) the Permitted Company Transferee has (i) been assigned all of the Company's rights and has assumed all of the Company's obligations under each other Commitment Document or (ii) if the Company has not countersigned the relevant Commitment Documents, the Permitted Company Transferee has by way of an Accession Deed assumed the right that the Company has to countersign the Commitment Documents.

14.4 With effect from the Effective Date (or, as applicable, the first date that any Commitment Document is countersigned as set out in the Commitment Documents):

(a) the Permitted Company Transferee shall assume all of the Company's rights and obligations under the Commitment Documents and be bound by the terms of the Commitment Documents as if the Permitted Company Transferee had been an original party to the Commitment Documents as at the date of this letter and all references in any Commitment Document to the countersignature of that Commitment Document (including this letter) by the Company shall remain in force and include the execution and delivery of an Accession Deed in accordance with this paragraph 14.4 and, for the avoidance of doubt, if a Permitted Company Transferee executes an Accession Deed prior to the date that any Commitment Document is countersigned by the Company, the Permitted Company Transferee shall have the right to validly accept the offer and terms of this letter and the other Commitment Documents as set out in the Commitment Documents;

(b) the Company will be irrevocably and unconditionally released and discharged from all obligations and liabilities and any further performance, liabilities, claims and demands under the Commitment Documents howsoever arising (whether past, present, future or contingent) and the Commitment Parties will accept the liability of the Permitted Company Transferee in place of the Company under the Commitment Documents; and

(c) all references to "**the Company**", "**you**" or "**your**" (as applicable) in the Commitment Documents shall, save as used in this paragraph 14.4 or where the context otherwise requires in paragraphs 14.3 and 14.5, be construed to refer to the Permitted Company Transferee.

14.5 The Commitment Parties further acknowledge and agree to enter into (and procure that a Permitted Lender Transferee enters into) new Commitment Documents and any other appropriate documentation (including a CP satisfaction letter in the same form as the Interim CP Satisfaction Letter), to amend or replace the Commitment Documents, the Debt Financing Documents, the other Finance Documents, the Interim Facilities Agreement and any other Interim Finance Documents to effect the assignment or transfer of the Company's rights and obligations under the Commitment Documents to a Permitted Company Transferee.

15 Termination

15.1 Our commitments and other obligations set out in this letter are irrevocable and (with the exception of the obligation to keep this offer open for acceptance in accordance with paragraph 15.5 below) shall become effective only if the offer contained in this letter is accepted in writing by the Company in the manner set out in paragraph 15.5 below, and such commitments and obligations (but not the commitment to provide the Interim Facilities or the rights and obligations of the parties under the Interim Facilities Agreement, which shall terminate only in accordance with its terms) shall, subject to the terms of this paragraph 15, otherwise expire and terminate at 11.59 p.m. (in London) on the earliest to occur of:

(a) if the Acquisition is intended to be implemented 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 in writing with the written approval of the Panel, in each case, in accordance with its terms in the Announcement or 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 the Scheme to an Offer or (ii) it is otherwise to be followed within such twenty (20) Business Days by an Announcement by the Company to implement the Acquisition by a new, revised or replacement offer or scheme (as applicable));

(b) if the Acquisition is intended to be implemented 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 written approval of the Panel, in each case, in accordance with its terms in the Announcement or Offer 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 the Offer to a Scheme or (ii) it is otherwise to be followed within such twenty (20) Business Days by an Announcement by the Company to implement the Acquisition by a new, revised or replacement offer or scheme (as applicable)),

(c) to the extent the first public Announcement has not been made, the date on which the Company has made an announcement in accordance with Rule 2.8 of the City Code that it does not intend to make an offer for the Target;

(d) the first 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 has been paid in full including, in the case of an Offer, in respect of the acquisition of any Target Shares to be acquired after the Closing Date pursuant to the Offer (including pursuant to a Squeeze-Out);

(e) the date falling thirteen (13) Months and thirty (30) Business Days after (and excluding) the date of this letter (the "**Commitment Long Stop Date**");

(f) subject to paragraph 16 (*Survival*) below, the date on which the Company elects to terminate this Commitment Letter and/or the Commitment Parties' commitments with respect to the Facilities hereunder (or portion thereof, in which event the termination shall only be effective with respect to such portion and on a pro rata basis in respect of the Commitment Parties' respective commitments under the Facilities at such time) **provided that**, without prejudice to your right to terminate any or all of the commitments under the Facilities, the SSNs and/or the Interim Facilities (as the case may be) in accordance with the terms of this paragraph 15.1, the principal amount of any individual SSN Bridge Facility or corresponding Interim SSN Bridge Facility shall not be reduced to below £250 million (equivalent), in each case, unless reduced to zero (0); or

(g) such later time and date as agreed by the Commitment Parties (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, for the avoidance of doubt, any amendments to the terms or conditions of a Scheme or an Offer) shall not constitute a lapse, termination or withdrawal; and

(ii) the Commitment Long Stop Date shall be automatically extended:

(A) if an initial drawdown has occurred under the Interim Facilities Agreement, to 11.59 p.m. (in London) on the Final Repayment Date (as defined in the Interim Facilities Agreement) to the extent such date would fall after the Commitment Long Stop Date; or

(B) (notwithstanding paragraph (A) above and solely to the extent that the Acquisition is to be completed pursuant to an Offer and a settlement date under the Offer has occurred (or will occur with the proceeds to be drawn on the Closing Date)) if the SSN Bridge Facilities have been utilized or the SSNs are issued or the proceeds thereof are released from escrow, to 11.59 p.m. (in London) on the date falling one hundred and twenty (120) days after (and excluding) the Closing Date.

15.2 Notwithstanding anything to the contrary in this letter or the other Commitment Documents, in the event that an initial drawdown occurs under the Interim Facilities Agreement, the commitments and agreement contained herein shall neither expire nor terminate prior to the Final Repayment Date of the Interim Facilities (as defined in the Interim Facilities Agreement).

15.3 Subject to paragraph 15.4 below, in respect of any individual Commitment Party, the Company shall have the right to terminate its obligations under this letter and the other Commitment Documents in respect of that Commitment Party upon at least three (3) Business Days prior written notice if:

(a) such Commitment Party (or its Affiliate) is in breach of or does not comply with any material provision, obligation, commitment or undertaking under and as contemplated by the Commitment Documents;

(b) if so requested by the Company in accordance with paragraphs 2 (*Financing and Commitment*) and 3 (*Documentation*) of this letter, such Commitment Party does not agree to the terms of and sign any of the Facilities Agreements, the Intercreditor Agreement or any other Finance Document by the Proposed Signing Date; or

(c) the Company, acting reasonably and in good faith, has requested amendments to the Commitment Documents, any Debt Financing Document, the Finance Documents, the Interim Finance Documents or (in each case) any other documents delivered thereunder that, in the reasonable opinion of the Company, are necessary or desirable to implement or complete the Acquisition or the other Transactions or have arisen as a part of the negotiations with any principal shareholder, the board of directors and/or the senior management of the Target Group (as a whole) or any anti-trust, tax or other regulatory or aviation authority or Relevant Regulator, any pensions trustee, pensions insurer, works council or trade union (or any similar or equivalent person to any of the foregoing in any jurisdiction) and such Commitment Party has not consented to such amendments and/or to facilitate the removal of the Defaulting Commitment Party from the Commitment Documents.

15.4 Notwithstanding paragraph 15.1 above, if the Company exercises its termination rights pursuant to paragraph 15.3 above in respect of any Commitment Party (the "**Defaulting Commitment Party**"):

(a) the Company's rights against and obligations to the other Commitment Parties (other than the Defaulting Commitment Party) under the Commitment Documents shall remain in full force and effect;

(b) the Company shall have the right to appoint one or more Additional Commitment Parties in respect of the commitments of the Defaulting Commitment Party, on the same terms (or terms more favourable to the Commitment Parties) contained within the Commitment Documents and on the same economics as the Defaulting Commitment Party notwithstanding that the deadline for appointing an Additional Commitment Party has expired; and

(c) each Commitment Party hereby undertakes, upon the request of the Company, to enter into new Commitment Documents and any other appropriate documentation to amend or replace the Commitment Documents, the Revolving Facilities Agreement, the SSN Bridge Facilities Agreement, the Interim Facilities Agreement, the Intercreditor Agreement, the other Finance Documents and any Interim Finance Documents to reflect any changes required to reflect the accession of any such bank, financial institution or other person and joining such bank, financial institutions or other person as a party to the relevant document and/or the removal of the Defaulting Commitment Party from the Commitment Documents.

15.5 If the Company does not accept the offer made by the Commitment Parties in this letter by signing the applicable counterparts of:

(a) this letter;

(b) each Fee Letter; and

(c) the HY Engagement Letter,

before 11.59 p.m. (in London) on the date falling twenty (20) Business Days after (and excluding) the date of this letter (the "**Countersign Date**"), such offer shall terminate at such time and, for the avoidance of doubt, the offers, agreements and undertakings of the Commitment Parties contained in the Commitment Documents remain irrevocably capable of acceptance (and may not be revoked or withdrawn by the Commitment Parties) prior to 11.59 p.m. (in London) on the Countersign Date.

16 Survival

The rights and obligation of the parties hereto under this paragraph 16 (*Survival*), paragraphs 6 (*Fees, Costs and Expenses*) to 14 (*Assignments*) (inclusive) and paragraphs 17 (*Service of process*) to 22 (*Governing Law and Jurisdiction*) (inclusive) shall survive and continue after any expiry or termination of the Commitment Parties' obligations (including any of their permitted successors and assigns) under the Commitment Documents but shall:

(a) in the case of paragraphs 8 (*Information*), 9 (*Indemnity*) and 11 (*Confidentiality*), terminate on the execution of the Facilities Agreements (or, in substitution for the SSN Bridge

Facilities Agreement, the SSN Purchase Agreement and SSN Indenture) to the extent that substantially equivalent provisions are contained therein (but without prejudice to the accrued rights and obligations at the time of termination); and

(b) to the extent the Facilities Agreements (or, in substitution for the SSN Bridge Facilities Agreement, the SSN Purchase Agreement and SSN Indenture) are not signed, in the case of paragraph 11 (*Confidentiality*), terminate on the second anniversary of the date of this letter.

17 Service of process

Without prejudice to any other mode of service allowed under any relevant law, the Company agrees that the documents which start any proceedings in relation to any Commitment Document, and any other documents required to be served in connection with those proceedings, may be served on it by delivery to Apollo, 1 Soho Place, London W1D 3BG Attn: Valeria Mollova or to such other person and/or address in England and Wales as the Company may specify by notice in writing to the Commitment Parties.

18 Remedies and Waivers

18.1 The failure to exercise or delay in exercising a right or remedy under the Commitment Documents will not constitute a waiver of that right or remedy or a waiver of any other right or remedy and no single or partial exercise of any right or remedy will preclude any further exercise of that right or remedy, or the exercise of any other right or remedy.

18.2 Except as expressly provided in the Commitment Documents, the rights and remedies contained in the Commitment Documents are cumulative and not exclusive of any rights or remedies provided by law.

19 Partial Invalidity

If, at any time, any provision of the Commitment Documents is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

20 Entire Agreement

20.1 The Commitment Documents set out the entire agreement between the Commitment Parties and the Company with regards to the arranging, managing, underwriting and/or making available (as relevant) of the Facilities, the SSNs and the Interim Facilities and supersede any prior oral and/or written understandings or arrangements relating to the Facilities, the SSNs and the Interim Facilities.

20.2 Any provision of the Commitment Documents (other than the Interim Facilities Agreement) may only be amended or waived by way of a written amendment or waiver signed by the Commitment Parties and the Company, or otherwise in accordance with the terms of such Commitment Document.

20.3 Any provision of the Interim Facilities Agreement may only be amended or waived in accordance with its terms.

21 Execution

21.1 The Commitment Documents may be executed in any number of counterparts and all those counterparts taken together shall be deemed to constitute one and the same Commitment Document. Delivery of a counterpart of a Commitment Document by email attachment shall be an effective mode of delivery.

21.2 The parties irrevocably and unreservedly agree that the Commitment Documents may be executed by way of electronic signatures and the parties agree that any Commitment Document, or any part thereof, shall not be challenged or denied any legal effect, validity and/or enforceability solely on the ground that it is in the form of an electronic record.

22 Governing Law and Jurisdiction

22.1 Each Commitment Document and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law unless otherwise specified in the Commitment Documents.

22.2 Each of the parties to this letter agrees that the courts of England have exclusive jurisdiction to settle any disputes in connection with the Commitment Documents and any non-contractual obligation arising out of or in connection with it and each of the parties to this letter accordingly submits to the jurisdiction of the English courts.

22.3 Each of the parties to this letter further agrees:

(a) to waive any objection to the English courts on grounds of inconvenient forum or otherwise as regards proceedings in connection with the Commitment Documents and any non-contractual obligation arising out of or in connection with the Commitment Documents; and

(b) that a judgment or order of an English court in connection with the Commitment Documents and any non-contractual obligation arising out of or in connection with it is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

22.4 The Commitment Parties acknowledge that the Company may seek specific performance by the Commitment Parties and any other finance parties (howsoever described) in respect of each Commitment Party's commitments and of its agreement to enter into and to make advances under the Debt Financing Documents, the Finance Documents and/or the Interim Finance Documents for the funding of the Transaction in addition to any other available remedies and that damages are not an adequate remedy with respect to these matters.

23 Contractual Recognition of Bail-In

23.1 Notwithstanding any other term of the Commitment Documents or any other agreement, arrangement or understanding between the parties to the Commitment Documents, each of the parties to this letter and the other Commitment Documents acknowledges and accepts that any liability of any party to the Commitment Documents to any other party under or in connection with the Commitment Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

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

(i) 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;

(ii) 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

(iii) a cancellation of any such liability; and

(b) a variation of any term of the Commitment Documents to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

23.2 For the purposes of this paragraph 23:

"**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:

(a) 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;

(b) in relation to any state other than such an EEA Member Country or 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

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

"**EEA Member Country**" means any member state of the European Union, 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:

(a) 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;

(b) 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; and

(c) in relation to any other applicable Bail-In Legislation:

(i) 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

(ii) any similar or analogous powers under that Bail-In Legislation.

24 PATRIOT Act

We hereby notify you 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 Lender and/or Interim Lender is required to obtain, verify and record information that identifies the Borrowers and the Guarantors (each as defined under the Revolving Facilities Term Sheet), which information includes the name, address, tax identification number and other information regarding the Borrowers and the Guarantors that will allow such Lender to identify the Borrowers 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 Commitment Party.

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APPENDIX A
Commitments

Name	FRN (EUR) Bridge Facility / Interim FRN (EUR) Bridge Facility (£)	SSN (EUR) Bridge Facility / Interim SSN (EUR) Bridge Facility (£)	SSN (GBP) Bridge Facility / Interim SSN (GBP) Bridge Facility (£)	SSN (USD) Bridge Facility / Interim SSN (USD) Bridge Facility (£)	Revolving Facility / Interim Revolving Facility (£)
Barclays Bank PLC	202,500,000.00	360,000,000.00	112,500,000.00	112,500,000.00	292,500,000.00
Crédit Agricole Corporate and Investment Bank	180,000,000.00	320,000,000.00	100,000,000.00	100,000,000.00	260,000,000.00
Citibank, N.A., London Branch	-	-	-	-	260,000,000.00
Citicorp North America Inc.	180,000,000.00	320,000,000.00	100,000,000.00	100,000,000.00	-
Standard Chartered Bank	180,000,000.00	320,000,000.00	100,000,000.00	100,000,000.00	260,000,000.00
Lloyds Bank Plc	157,500,000.00	280,000,000.00	87,500,000.00	87,500,000.00	227,500,000.00
Total	**900,000,000**	**1,600,000,000**	**500,000,000**	**500,000,000**	**1,300,000,000**

APPENDIX B
Revolving Facilities Term Sheet

REVOLVING FACILITIES TERM SHEET

Unless otherwise defined in this term sheet, capitalised terms used in this term sheet and not defined herein have the meanings given to them in the Commitment Letter, the Precedent Revolving Facilities Agreement or the Precedent Intercreditor Agreement (as applicable).

Any term of the Revolving Facilities Agreement which is not or is only partially described in this term sheet or the other Commitment Documents shall be as per the equivalent term of the Precedent Revolving Facilities Agreement or (if applicable) the SSN Indenture.

The Guarantee Facility (as defined in the Precedent Revolving Facilities Agreement) shall not be included in the Revolving Facilities Agreement and any definitions, references, clauses and provisions relating to it in the Precedent Revolving Facilities Agreement shall not be included in the Revolving Facilities Agreement.

SECTION 1
Parties and Documentation

Arrangers:	Each Arranger named on the signature pages of the Commitment Letter and any Additional Arranger appointed in accordance with the terms of the Commitment Letter.
Original Lenders:	Each Underwriter named on the signature pages of the Commitment Letter and any Additional Underwriter appointed in accordance with the terms of the Commitment Letter.
Agent, Security Agent, Issuing Bank, Fronting Issuing Bank:	Any person which is selected by the Original Borrower and which, in each case, agrees to act as Agent, Security Agent, Issuing Bank or Fronting Issuing Bank (as applicable).
Topco:	The entity identified in the Tax Structure Memorandum as "Eagle MidCo 3" and the direct parent of the Company.
Company and Obligors' Agent:	Eagle Bidco Ltd, a company incorporated in Jersey with registration number 161909.
Bidco:	The Company.
Original Borrower:	The Company.
Group:	The Company and each of its Restricted Subsidiaries.
Original Guarantor:	The Company.
Legal Counsel to the Obligors:	Paul, Weiss, Rifkind, Wharton & Garrison LLP
Legal Counsel to the Arrangers, the Agent and the Security Agent:	Allen Overy Shearman Sterling LLP
Documentation:	The Revolving Facilities Agreement and the Intercreditor Agreement shall be documented on the basis set out in the Commitment Letter. The first draft of the Revolving Facilities Agreement, the Intercreditor Agreement and the Transaction Security Documents shall be prepared by legal counsel to the Obligors, unless otherwise agreed.

SECTION 2
Revolving Facility

Facility:	Multi-currency super senior revolving facility, as per the Precedent Revolving Facilities Agreement.
Amount:	£1,300 million.
Base Currency:	GBP.
Optional Currencies:	USD, EUR, CHF the currency of any Guarantor Jurisdiction and any other currency agreed between the Company and the Arrangers prior to the date of the Revolving Facilities Agreement and any other currency selected by the relevant Borrower (or the Obligors Agent on its behalf) in accordance with the mechanics in the Precedent Revolving Facilities Agreement.
Borrowers:	The Original Borrower and any Additional Borrowers.
Ranking:	Guaranteed and secured as set out in Section 4 (*Obligors, Guarantees and Transaction Security*) of this term sheet and ranking: (a) *pari passu* with the SSN Bridge Facilities (or the SSNs, as the case may be) and any senior secured hedging in right of payment; and (b) *pari passu* with any super senior hedging but contractually senior in respect of the SSN Bridge Facilities (or the SSNs as the case may be) and any senior secured hedging with respect to the proceeds of enforcement of the Transaction Security (or a transaction in lieu of enforcement of the Transaction Security).
Termination Date:	6.5 years after the Closing Date.[1]
Purpose:	As per the Agreed Form Interim Facilities Agreement.
Availability Period:	On and from the date of the Revolving Facilities Agreement to the date falling one (1) Business Day prior to the Termination Date for the Revolving Facility.
Specified Time:	U-3 (but U-1 on the Closing Date)
Certain Funds Period:	Shall mean the period beginning on (and including) the date of the Revolving Facilities Agreement and ending at 11.59 p.m. (in London) on the earliest to occur of: (a) if the Acquisition is intended to be implemented 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 in writing with the written approval of the Panel, in each case, in accordance with its terms in the Announcement or Scheme Document (other than (i) where

[1] **Note**: The Termination Date shall, in any event, be no later than the date falling six months prior to the earliest stated maturity of the SSNs.

such lapse, termination or withdrawal is as a result of the exercise of the Company's right to effect a switch from the Scheme to an Offer or (ii) it is otherwise to be followed within such twenty (20) Business Days by an Announcement by the Company to implement the Acquisition by a new, revised or replacement offer or scheme (as applicable));

(b) if the Acquisition is intended to be implemented 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 written approval of the Panel, in each case, in accordance with its terms in the Announcement or Offer 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 the Offer to a Scheme or (ii) it is otherwise to be followed within such twenty (20) Business Days by an Announcement by the Company to implement the Acquisition by a new, revised or replacement offer or scheme (as applicable));

(c) the date on which the Company has made an announcement in accordance with Rule 2.8 of the City Code that it does not intend to make an offer for the Target;

(d) the first 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 has been paid in full including, in the case of an Offer, in respect of the acquisition of any Target Shares that may be acquired after the Closing Date pursuant to the Offer (including pursuant to a Squeeze-Out);

(e) the date falling thirteen (13) Months and thirty (30) Business Days after (and excluding) the date of the Commitment Letter (the "**Commitment Long Stop Date**"); or

(f) such later time and date as agreed by all of the Lenders (acting reasonably and in good faith),

in each case, **provided that**:

(i) a switch from a Scheme to an Offer or from an Offer to a Scheme (or, for the avoidance of doubt, any amendments to the terms or conditions of a Scheme or an Offer) shall not constitute a lapse, termination or withdrawal; and

(ii) the Commitment Long Stop Date shall be automatically extended:

(A) if an initial drawdown has occurred under the Interim Facilities Agreement, to 11.59 p.m. (in London) on the Final Repayment Date (as defined in the Interim Facilities Agreement) to the extent such date would fall after the last day of the Certain Funds Period; and

(B) (notwithstanding paragraph (A) above and solely to the extent that the Acquisition is to be completed pursuant to an Offer and a settlement date under the Offer has occurred (or will occur with the proceeds to be drawn on the Closing Date)) if the SSN Bridge Facilities have been utilized or the SSNs are issued or the proceeds thereof are released from escrow, to 11.59 p.m. (in London) on the date falling one hundred and twenty (120) days after (and excluding) the Closing Date.

Repayment Profile:	As per the Precedent Revolving Facilities Agreement.
Clean down:	None.
Additional Facilities:	As per the Precedent Revolving Facilities Agreement, the Revolving Facilities Agreement will contain provisions which allow a Borrower (or the Obligors' Agent on its behalf) to increase the commitments under the existing Revolving Facility and/or add one or more additional facilities which are documented inside the Revolving Facilities Agreement (including as new or existing facility commitment(s) and/or as an additional tranche or class of, or an increase of, or an extension of, the Revolving Facility or a previously incurred Additional Facility (including in each case, term or revolving facilities) (each an "Additional Facility") up to an amount equal to the spare capacity in the "*Credit Facilities*" basket (as set out in Schedule 1 (*Key Baskets and Thresholds*)).

SECTION 3
Economics

Initial Margin:	Subject to the ratchet described below, 3.25% per annum.
Margin Ratchet:	From the first day following the first complete Financial Quarter after the Closing Date, the Margin for the Revolving Facility shall vary as set out below and shall otherwise be determined in accordance with the Precedent Revolving Facilities Agreement: Revolving Facility: 4 steps down of 0.25% per annum for each 0.25x reduction in Senior Secured Net Leverage ("**SSNL**") from [*Opening SSNL*] ("**Opening SSNL**").
Benchmark Rate:	(a) EURIBOR (if not Sterling or US Dollars). (b) For Sterling, SONIA, as per the Precedent Revolving Facilities Agreement (including no credit adjustment spread and no break costs). (c) For US Dollars, Term SOFR as per the Precedent Revolving Facilities Agreement (including no credit adjustment spread and no break costs). (d) Relevant IBOR for any other Optional Currency. (e) Other benchmark change: as per the Precedent Revolving Facilities Agreement.
Benchmark Rate Floor:	Zero.
Commitment Fee:	30% of the applicable Margin under the Revolving Facility from time to time, payable on the unutilised and uncancelled amount of the Revolving Facility from the Closing Date to the end of the Availability Period for the Revolving Facility, and otherwise as per the Precedent Revolving Facilities Agreement.
Prepayment Fees:	None.
Upfront Fees:	As set out in the Revolving Facilities Fee Letter.
Agent / Security Agent Fees:	As agreed with the relevant Agent / Security Agent.
No Deal, No Fees:	No fees, commissions, costs or expenses (other than the pre-agreed legal fees and subject to a broken deal discount referred to in paragraph 6 (*Fees, Costs and Expenses*) of the Commitment Letter), will be payable unless the Closing Date occurs.

SECTION 4
Obligors, Guarantees and Transaction Security

Additional Borrowers: The accession mechanics for Additional Borrowers to follow the Precedent Revolving Facilities Agreement, **provided that** Additional Borrowers shall include any Borrower which is incorporated in a Guarantor Jurisdiction or as otherwise set out in the Tax Structure Memorandum or agreed with the Lenders under the Revolving Facility.

Guarantor and Security coverage: Limited to the following and subject in each case to the Agreed Security Principles:

(a) Topco shall grant limited recourse security over: (i) shares held by it in the capital of the Company; and (ii) any structural intercompany loans owed to it by the Company;

(b) the Company and each wholly-owned member of the Group which is incorporated in a Guarantor Jurisdiction will grant security over shares or other equity interests that it holds in any Obligor;

(c) the Company and each wholly-owned member of the Group which is incorporated in a Guarantor Jurisdiction will grant security over any structural intercompany loans owed to it by any Obligor for which it is the immediate holding company;

(d) each Obligor incorporated in England & Wales shall grant:

(i) customary all asset floating security over the assets of such Obligor (including, for the avoidance of doubt, gates and routes, and subject to customary excluded assets) where to do so would not have an adverse effect on their ability to conduct their business and operations (as determined by such Obligor in is sole and absolute discretion);

(ii) a fixed charge over the aircraft, aircraft engines and aircraft parts owned by such Obligor;

(iii) an equitable assignment and/or fixed charge and/or trust of the airport takeoff and landing slots allocated to such Obligor; and

(iv) a mortgage over aircraft and engines owned by such Obligor (with such mortgage subject to a customary 'springing' construct upon the location or relocation of such aircraft or engine in England & Wales),

(and, in each case, for the avoidance of doubt, no perfection or control agreements or other arrangements shall be required prior to acceleration other than registration of the relevant security at UK Companies House (or the Jersey Security Interests Register, as applicable) and, in respect of the security interests in sub-paragraph (ii) and (iv), registration at the Civil Aviation Authority Register in respect of aircraft registered in the UK and registration at the Cape Town Convention International Registry); and

(e) the Company and each Borrower which is incorporated in a Guarantor Jurisdiction shall grant security over its material bank accounts in its jurisdiction of incorporation (without control over use and freely operational prior to acceleration) **provided that** such security shall be granted by the Company as a condition subsequent and delivered on or prior to the Closing Date (or such later date as agreed by the Majority Lenders (acting reasonably)),

and no other security shall be provided.

The initial date by when the Guarantor Coverage Test and/or the Material Subsidiary test shall be required to be met and the security set out in paragraphs (b), (c), (d) and (other than in respect of the Company) (e) above shall be required to be granted shall be one hundred and fifty (150) days from (and excluding) the Control Date (as defined in the Agreed Form Interim Facilities Agreement).

Thereafter, the time period for satisfaction of the Guarantor Coverage Test and/or Material Subsidiary test shall be within one hundred and fifty (150) days of the date on which the relevant Annual Financial Statements are required to be delivered to the Agent.

Guarantor Coverage and Material Subsidiaries: As per the Precedent Revolving Facilities Agreement except that paragraph (a) of the definition of "*Material Subsidiary*" shall be deleted.

Excluded Jurisdictions: Guarantees and security shall be provided in respect of wholly-owned Material Subsidiaries formed, incorporated or organised in Jersey and England & Wales and (only in respect of such Borrower) any jurisdiction in which a Borrower is formed, incorporated or organised only (each a "**Guarantor Jurisdiction**" and each other jurisdiction which is not a Guarantor Jurisdiction being an "**Excluded Jurisdiction**").

Agreed Security Principles: As per the Precedent Revolving Facilities Agreement.

Security Releases: As per the Precedent Revolving Facilities Agreement and Precedent Intercreditor Agreement, including the ability to release security over any Aircraft Assets (or assets related to the foregoing) for the purposes of pledging or otherwise encumbering these assets if the LTV Release Condition is satisfied as at the Relevant Test Date in connection with the incurrence of an Aircraft Take-Out Financing and so long as the proceeds of such financing are applied to repay, refinance or replace any SSN Bridge Loans.

SECTION 5
Conditions to Utilisation

Initial Conditions Precedent:	As per the Agreed Form Interim Facilities Agreement with the addition of: (a) the execution of the Revolving Facilities Agreement and the Intercreditor Agreement by Topco and the Company (as applicable); and (b) any Fee Letter(s) in respect of the fees due to the Agent and/or the Security Agent in connection with their appointment to such roles. Notwithstanding anything to the contrary, there will be no conditions precedent directly or indirectly relating to any member of the Target Group becoming a guarantor or granting security over its assets or any person granting security over shares in, or receivables owed by, any member of the Target Group.
Certain Funds:	The Revolving Facility will be made available on a customary "certain funds basis" as per the Precedent Revolving Facilities Agreement (as amended by this Revolving Facilities Term Sheet and the other Commitment Documents) during the Certain Funds Period or as otherwise provided as per the Precedent Revolving Facilities Agreement.
Further Conditions Precedent:	As per the Precedent Revolving Facilities Agreement.

SECTION 6
Representations, Undertakings, Events of Default and Cancellation

Voluntary Prepayment / Cancellation:	As per the Precedent Revolving Facilities Agreement.
Mandatory Prepayment / Cancellation:	As per the Precedent Revolving Facilities Agreement.
Change of Control:	As per the SSN Indenture; provided that, for the avoidance of doubt, any "portability" feature shall be disapplied.
Representations and Warranties:	As per the Precedent Revolving Facilities Agreement.
Information Undertakings:	As per the Precedent Revolving Facilities Agreement.
Financial Covenant:	A springing Drawn Super Senior Debt Ratio (to be defined as the ratio of (A) Drawn Super Senior Debt (being (x) the aggregate principal Base Currency Amount of all outstanding Revolving Facility Loans minus (y) the aggregate amount of cash and Cash Equivalents of the Company and its Restricted Subsidiaries determined on a consolidated basis as reflected on the balance sheet in accordance with IFRS minus (z) Excluded Transaction Debt), to (B) LTM EBITDAR) covenant only (the "**Financial Covenant**") which shall be solely for the benefit of the Lenders under the Revolving Facility or any Additional Facility which benefits from the Financial Covenant (a "**Financial Covenant Facility**"). The Financial Covenant will be set at **2.30:1.00** for the life of the Revolving Facility. The first testing date for determining whether the Test Condition is met for the purposes of testing the Financial Covenant shall be the first Test Date falling after three (3) complete Financial Quarters from the Closing Date have occurred.
Test Condition:	At 5.00 p.m. on any Test Date (or subsequent test date) the aggregate outstanding principal Base Currency Amount of: all Loans under the Revolving Facility or any Financial Covenant Facility (excluding, for the avoidance of doubt, any Ancillary Outstandings and any Utilisations of any Financial Covenant Facility (a) by way of Letters of Credit (or bank guarantees), (b) to fund any original issue discount fees (or equivalent), any other fees, expenses and taxes (and any Rollover Loan in respect thereof), (c) made on or prior to the Closing Date (and any Rollover Loan in respect thereof) or (d) used to fund any acquisitions, joint ventures, capital expenditure or other investments (and any Rollover Loan in respect thereof) and, in the case of this paragraph (d), in an aggregate amount not to exceed thirty (30) per cent. of the aggregate of (i) the total commitments of the Revolving Facility at such Test Date (or, if higher, the commitments under the Revolving Facility at the date of the Revolving Facilities Agreement) and (ii) the aggregate of all commitments of any

Additional Revolving Facility established after the date of the Revolving Facilities Agreement (disregarding, in each case, any reduction of Revolving Facility Commitments following the establishment thereof);

and, in each case, net of any cash and Cash Equivalent Investments of the Group,

exceeds

forty (40) per cent. of the aggregate of (i) the total commitments of the Revolving Facility at such Test Date (or, if higher, the commitments under the Revolving Facility at the date of the Revolving Facilities Agreement); and (ii) the aggregate of all commitments of any Additional Revolving Facility which is a Financial Covenant Facility established after the date of the Revolving Facilities Agreement (disregarding, in each case, any reduction of Revolving Facility Commitments following the establishment thereof).

Effect of a breach: As per the Precedent Revolving Facilities Agreement.

Cure Rights: As per the Precedent Revolving Facilities Agreement.

Pro Forma Adjustments & Calculations: As per the Precedent Revolving Facilities Agreement (as adjusted in accordance with the terms of the Commitment Documents), including such pro forma adjustments permitted under the SSN Bridge Facility Agreement or the SSN Indenture as such definitions are set out in the SSN Bridge Facility Agreement or the SSN Indenture, **provided that**, notwithstanding anything to the contrary:

(a) for the avoidance of doubt, there shall be no cap on the amount of, and look-forward/realisation periods in respect of, any Forward-Looking Synergies and all ratios (other than the Drawn Super Senior Debt Ratio and the LTV Ratio) shall be calculated without regard to the commitment or incurrence of any Indebtedness under any revolving facility, letter of credit facility and/or any other debt which is available to be re-drawn (including under the Revolving Facility or any Ancillary Facility); and

(b) sub-paragraph (a)(ix) of paragraph 9.20 (*Other adjustments*) of section 9 (*Financial Calculations*) of Schedule 15 (*General Undertakings*) of the Precedent Revolving Facilities Agreement shall be deleted and replaced with the following: "*(x) losses, costs, expenses, revenues reductions and other negative impacts relating to any facility, location, property or supply chain disruptions or closures (including in relation to maintaining underutilized personnel as a result thereof or being required to operate at reduced capacity), (y) losses, costs or expenses in relation to any outsourcing contracts (or as a result of in-housing contracts that were previously outsourced), or any manufacturing and/or development contracts or any contract or business losses and (z) losses, costs, expenses, revenue reductions and other negative* *impacts directly or indirectly relating to any pandemic, epidemic, outbreak, incident, natural disaster (including fire, flood and storm and related or similar events), act of God, force majeure event, terrorist activity, war, cyber-attack or strike and industrial action or supply chain disruption event (in each case, including the full run rate effect thereof)*"; and

(c) paragraph 9.11 of section 9 (*Financial Calculations*) of Schedule 15 (*General Undertakings*) of the Precedent Revolving Facilities Agreement shall be deleted and replaced with the following: "*If (x) any restriction, basket, threshold, permission or Applicable Metric is determined by reference to the greater of a fixed amount (the "**fixed component**") and a percentage of LTM EBITDAR (the "**grower component**") and (y) the grower component of the applicable restriction, basket, threshold, permission or Applicable Metric exceeds the applicable fixed component at any time, the fixed component shall be deemed to be increased and reset to the highest amount of the grower component reached from time to time and shall not subsequently be reduced as a result of any decrease in the grower component.*".

Financial Definitions: As per the Precedent Revolving Facilities Agreement (as adjusted in accordance with the terms of the Commitment Documents) **provided that**:

(a) paragraph (a) of the definition of "EBITDA" in the Precedent Revolving Facilities Agreement shall be amended to include the aircraft rent expense of the Company and its Restricted Subsidiaries for such period and each reference to "EBITDA" in the Precedent Revolving Facilities Agreement shall be deleted and replaced with "EBITDAR"; and

(b) the definition of "Consolidated Senior Secured Debt Ratio" shall be amended (other than in respect of Margin) to include aircraft financings and capital leases over aircraft in the numerator in limb (a);

(c) the definition of "Consolidated Total Debt Ratio" shall be amended by including aircraft financings and capital leases over aircraft in the numerator in limb (a); and

(d) a new definition of "LTV Ratio" shall be inserted and meaning (and otherwise as per the Aircraft Precedent Indenture, as adjusted in accordance with the terms of the Commitment Documents), as of any date of determination, the ratio, expressed as a percentage of (**A**) the sum of, without duplication, Drawn Super Senior Debt and Senior Secured Debt to (**B**) the sum of (x) the aggregate Fair Market Value (as determined by the Company in good faith) of Aircraft Assets owned by the Company and its Restricted Subsidiaries (other than any Otherwise Encumbered Aircraft Asset (which Otherwise Encumbered Aircraft Asset shall be subject to clause (y) below)), pre-delivery payments against the future order book of the Company and its Restricted Subsidiaries and book value of accounts receivable originated, acquired or otherwise owned by the Company and its Restricted Subsidiaries (other than, for the avoidance of doubt, any structural loans) and (y) the lesser of (I) 25% of the aggregate Otherwise Encumbered Aircraft Asset Value for each Otherwise Encumbered Aircraft Asset and (II) £500 million; provided that, that the LTV Ratio shall be determined on a pro forma basis calculated with adjustments consistent with the Revolving Facilities Agreement (including as are set forth in the definition of "Fixed Charge Coverage Ratio");

(e) a new definition of "Aircraft Assets" shall be included as per the Aircraft Precedent Indenture and to include rights in and to airport takeoff and landing slots, gates and routes; and

(f) a new definition of "Otherwise Encumbered Aircraft Asset" shall be included as follows: "*means, on any date, Aircraft Assets either (a) owned by the Company or its Restricted Subsidiaries or (b) in respect of which the Company or any of its Restricted Subsidiaries hold a preferred purchase option, that, in each case, are then subject to first-priority Liens securing Indebtedness of the Company or any Restricted Subsidiary (other than pursuant to the Transaction Security Documents) or otherwise leased by the Company or its Restricted Subsidiaries*"; and

(g) a new definition of "Otherwise Encumbered Aircraft Asset Value" shall be included as per the Aircraft Precedent Indenture and restated as follows: "*means, on any date of determination, with respect to any Otherwise Encumbered Aircraft Asset, (i) the Fair Market Value of such Aircraft Asset (provided that in the case of an Appraised Aircraft Asset, the Fair Market Value shall be equal to the Appraised Value of such Appraised Aircraft Asset), less (ii) in the case of (x) an Otherwise Encumbered Aircraft Asset that is legally or beneficially owned by the Company or any of its Restricted Subsidiaries, the aggregate principal amount of any Indebtedness for borrowed money of the Issuer or any Subsidiary outstanding as of the last day of the Pro Forma Period most recently ended as of such date that is then secured by a Lien on such Aircraft Asset (provided, that, for purposes of this clause (ii)(x), in the event that any such Indebtedness is secured by a Lien on more than one Aircraft Asset, the aggregate principal amount of such Indebtedness shall be allocated among such Aircraft Assets based on their respective Fair Market Value (as determined under clause (i) above) or (y) in the case of an Otherwise Encumbered Aircraft Asset that is leased by* *the Company or any of its Restricted Subsidiaries, the aggregate value of the payments yet to be made by the Company or its Restricted Subsidiary (as applicable) under such lease (including the value of any purchase option) as of the last day of the Pro Forma Period most recently ended*".

Positive Undertakings:

As per the Precedent Revolving Facilities Agreement except that:

(a) the undertaking relating to guarantees and security shall be adjusted to take into consideration the provisions described in Section 4 (*Obligors, Guarantees and Transaction Security*). For the avoidance of doubt, there shall be no Intercreditor Agreement accession undertaking in respect of non-Guarantor members of the Group; and

(b) an "Appraisals" regime in respect of aircraft and aircraft engines shall be included as per the Aircraft Precedent Indenture and any Market Terms.

Acquisition Undertakings:

<u>Offer / Scheme undertakings</u>

The Company shall:

(a) promptly following any reasonable written request from the Agent (acting on the instructions of the Majority Lenders) after the date of the first public Announcement:

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

(ii) keep the Agent informed as to any material developments in relation to the Acquisition and (if and to the extent applicable) give the Agent reasonable details as to the current level of acceptances for any Offer if the Agent (acting on the instructions of the Majority Lenders) reasonably requests,

except to the extent, in each case, the Company is prevented from doing so by any Applicable Securities Laws or any 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;

(b) not amend or waive any material term or condition relating to the Acquisition from that set out in the draft Announcement delivered to the Agent [in accordance with paragraph 4 of Part I (*Conditions Precedent to Signing*) of Schedule 3 (*Conditions Precedent*)], in a manner which would be materially adverse to the interests of the Lenders (taken as a whole) under the Finance Documents, other than any amendment or waiver:

(i) required or requested by any Relevant Regulator or reasonably determined by the Company as being necessary or desirable to comply with the requirements or requests (as applicable) of any Relevant Regulator or any Applicable Securities Laws;

(ii) to change the purchase price or the nature or manner in which any consideration is to be paid (or any amendment or waiver of any written agreement related thereto) in connection with the Acquisition;

(iii) to extend 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);

(iv) to the extent it relates to a term or condition to the Acquisition which the Company reasonably considers that it would not be entitled, in accordance with Rule 13.5(a) of the City 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 Clause);

(v) required to allow the Acquisition to switch (or which constitutes a switch) from being implemented by way of an Offer to a Scheme or from a Scheme to an Offer; and/or

(vi) made with the consent of the Majority Lenders (such consent not to be unreasonably withheld, made subject to any condition or delayed); and

(c) if the Acquisition is effected by way of an Offer, the Company shall not reduce the Acceptance Condition[2] to lower than the Minimum Acceptance Condition[3],

[2] "**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 Target Shares.

[3] "**Minimum Acceptance Condition**" means, in relation to an Offer: (a) an Acceptance Condition of not less than seventy-five (75) per cent.; or (b) an Acceptance Condition of less than seventy-five (75) per cent. with the consent of all Interim Lenders (acting reasonably and without delay), in each case, with reference to the voting rights exercisable at a general meeting of the Target (at the time the Offer becomes or is declared unconditional as to acceptances) on a fully diluted basis, including for this purpose any voting rights attaching to Target Shares that

other than with the consent of all of the Lenders (such consent not to be unreasonably withheld, made subject to any condition or delayed),

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

(A) the Company has issued a Scheme Document, nothing in the Finance Documents shall prevent the Company from subsequently proceeding with (and/or switching to) an Offer provided that except as permitted by paragraph (c) above, the terms and conditions contained in the relevant Offer Document include an Acceptance Condition of no lower than the Minimum Acceptance Condition; and

(B) the Company has issued an Offer Document, nothing in the Finance Documents shall prevent the Company from subsequently proceeding with (and/or switching to) a Scheme.

<u>Re-registration as a private limited company</u>

The Company shall:

(a) (if the Acquisition is implemented by way of the Scheme), within ninety (90) days of the Scheme Effective Date; or

(b) (if the Acquisition is implemented by way of an Offer), within ninety (90) days of the later of:

(i) the Acquisition Closing Date; and

(ii) 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 (excluding any shares held in treasury),

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

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.

	Applicable Securities Law or any Relevant Regulator) that the Target is re-registered as a private limited company.
Events of Default (including Clean Up Periods and Excluded Matters):	As per the Precedent Revolving Facilities Agreement (as amended in accordance with the baskets and thresholds set out in Schedule 1 (*Key Baskets and Thresholds*) and the terms of the Commitment Documents (including the structure)).
Release Condition:	As per the Precedent Revolving Facilities Agreement, **provided that** the disapplication of any provisions set out in the schedules thereto whilst the Release Condition is satisfied shall be consistent with the corresponding provisions of the SSN Indenture and the Financial Covenant shall not apply.
Clean Up Period:	One hundred and eighty (180) days in respect of the Transactions and each Permitted Acquisition.
Debt Incurrence:	Mechanics, conditions and other terms as per the Precedent Revolving Facilities Agreement, as amended in accordance with the baskets and thresholds set out in Schedule 1 (*Key Baskets and Thresholds*) and the terms of the Commitment Documents.
Basket Testing:	As per the Precedent Revolving Facilities Agreement.
Baskets and thresholds:	As per the Precedent Revolving Facilities Agreement (as amended in accordance with the baskets and thresholds set out in Schedule 1 (*Key Baskets and Thresholds*) and the terms of the Commitment Documents). Each basket, test, threshold and permission (including de minimis amounts for Events of Defaults) shall be expressed as the greater of a fixed GBP number and a percentage of LTM EBITDAR, with each such fixed GBP basket calculated based on Opening EBITDAR (to be calculated on the same basis as "Opening EBITDA" in the Precedent Revolving Facilities Agreement (as adjusted in accordance with the terms of the Commitment Documents, including the section headed "*Financial Definitions*") and not to be less than £954 million) multiplied by the specified percentage of LTM EBITDAR for such basket (with the result rounded up to the nearest £10 million (or equivalent)).

SECTION 7
Other Common Terms

Transfers:	As per the Precedent Revolving Facilities Agreement and any Market Terms **provided that** no Obligor shall be required to pay any (or any increased) registration taxes, stamp taxes or other transfer taxes, duties, indemnity claims or other increased costs or be subject to any (or any increased) gross-up obligation or other adverse consequences as a result of any assignment, transfer or sub-participation.
Structural Adjustments:	As per the Precedent Revolving Facilities Agreement and any Market Terms.
Tax:	As per the Precedent Revolving Facilities Agreement, adjusted as necessary to reflect the jurisdictions of the Borrowers (including any potential Additional Borrowers) and any Market Terms.
Mandatory Hedging:	None.
Amendments and Waivers:	As per the Precedent Revolving Facilities Agreement and any Market Terms, provided that any term of any Finance Document that has the effect of changing the following provisions shall not be made without the prior consent of the Super Majority Lenders and the Company: (a) the manner in which the proceeds of enforcement of the Transaction Security are distributed; and (b) the release of all or substantially all of the guarantees and indemnities or the Transaction Security.
Snooze Period:	As per the Precedent Revolving Facilities Agreement and any Market Terms.
Regulatory actions:	No breach of the Finance Documents shall occur as a result of any action taken by a member of the Group required as a condition to any step or action in respect of the Acquisition by the Panel, the London Stock Exchange, the Court or any other Relevant Regulator.
Management input:	The Finance Parties acknowledge that this term sheet and the Precedent Revolving Facilities Agreement, including, without limitation, the representations and warranties, undertakings, financial covenant, events of default, baskets and thresholds set out herein or in the Precedent Revolving Facilities Agreement, have been negotiated without full access to the management of the Target Group. The parties to the Commitment Documents agree to negotiate in good faith any amendments, variations or supplements to this term sheet, the Revolving Facilities Agreement or any other Finance Document to the extent reasonably requested prior to the relevant signing dates by the Group for the anticipated operational requirements and flexibility of the Group following the Closing Date.
General:	Save as set out in this term sheet, no provisions of the documents for the Revolving Facility (including the Revolving Facilities Agreement) shall be more onerous for or restrictive on the Group than: (a) the Precedent Agreements or other sponsor loan precedents (or other equivalent Market Terms and/or Deal-Specific Terms) with references to the Precedent Agreements to be construed accordingly; and

(b) in the case of any relevant local law matters (including guarantee provisions and security documents), the relevant provisions in any recent top tier (or other equivalent Market Terms and/or Deal-Specific Terms) sponsor led European financing involving that jurisdiction.

Governing Law and Jurisdiction:	As per the Precedent Revolving Facilities Agreement.

SCHEDULE 1
Key Baskets and Thresholds[4]

Basket / Threshold	Description - Revolving Facilities Agreement
Debt Incurrence	
Credit Facilities Basket	Equal to the greater of (x) £[•][5] million and (y) 100% of EBITDAR.
Senior Secured Ratio Debt	Unlimited Senior Secured Debt, provided that the pro forma SSNL does not increase as a result or exceed [*Opening SSNL – 0.50x*]:1.00.
Other Ratio Debt	Unlimited Indebtedness that is not Senior Secured Debt, provided that either: (i) pro forma TNL does not increase as a result or exceed [*Opening TNL + 1.50x*]:1.00 or (ii) pro forma FCCR does not decrease as a result or is at least 2.00:1.00.
Existing Indebtedness of Target Group	Existing Indebtedness of the Target Group which is not repaid on the Closing Date to be grandfathered as of the Closing Date.
Acquisition Debt	Indebtedness incurred to finance any acquisition of any assets, business or person or any capital expenditure, new project / initiative or other similar transaction ("**Acquisition Debt**") not exceeding the greater of (i) £[•] million and (ii) 25% of EBITDAR. Unlimited Acquisition Debt if no deterioration (or increase, as applicable) in applicable financial ratio as set out in the sections headed "*Senior Secured Ratio Debt*" or "*Other Ratio Debt*" above (as applicable).

[4] **Note**: All incurrence ratios/thresholds set by reference to and/or based on Opening SSNL and/or Opening TNL to be set off gross leverage (i.e. not taking into account cash on balance sheet or overfunding and assuming full application of proceeds of the SSN Bridge Facility and/or the SSNs) and to be no tighter than: (i) in the case of SSNL, 3.67x and (ii) in the case of TNL, 3.67x.

[5] **Note**: To be the aggregate principal amount of commitments under the Revolving Facility.

Basket / Threshold	Description - Revolving Facilities Agreement
Acquired Debt	Unlimited Indebtedness assumed in connection with any acquisition of any assets, business or person or any capital expenditure or other similar transaction, provided that such Indebtedness is not incurred in contemplation of such acquisition.
Leases/Purchase Money	Unlimited if incurred in respect of property, equipment and/or related assets used or useful in the business; plus Greater of (x) £[•] million and (y) 35% of EBITDAR.
Sale and Leaseback	Unlimited, **provided that** any sale and leaseback of Material Aircraft Assets shall be subject to "Asset Sales – Material Aircraft Assets" below.
L/Cs and Guarantee Facilities	Incurred in the ordinary course of business; plus Greater of (x) £[•] and (y) 5% of EBITDAR.
Contribution Debt / Available RP Capacity Amount	100%.
JV Support Debt Basket	Unlimited Indebtedness to or on behalf of any joint venture that is not a Restricted Subsidiary to the extent such Indebtedness is incurred in the ordinary course of business or is consistent with past or industry cash management practice. Greater of (x) £[•] million and (y) 30% of EBITDAR.
Non-Guarantor Debt	Greater of (x) £[•] million and (y) 30% of EBITDAR.
General Basket	Greater of (x) £[•] million and (y) 50% of EBITDAR.

Basket / Threshold	Description - Revolving Facilities Agreement
Receivables Financing	Non-recourse or ordinary course factoring / securitization – Unlimited. Recourse factoring / securitization (other than ordinary course) – Greater of (x) £[•] million and (y) 30% of EBITDAR. Existing factoring, supplier financing, securitisation and similar arrangements (including unutilised amounts) grandfathered into the new structure and no such types of debt shall be counted for the purposes of calculating any ratio (including, for the avoidance of doubt, FCCR, SSNL or TNL). Any Securitization that results in a transfer of Material Aircraft Assets to a person that is not the Company or a Guarantor shall be subject to "Asset Sales – Material Aircraft Assets" below.
Working Capital Facilities	Unlimited.
Local Facilities	Greater of (x) £[•] million and (y) 30% of EBITDAR.
Performance / HSE bonds	Unlimited in the ordinary course or if otherwise consistent with industry norms or requirements.
Aircraft Asset Financing	Any existing Aircraft Asset financing of the Target Group as of the Closing Date; plus Any other financings over Aircraft Assets provided that the LTV Release Condition is satisfied (allowing the release / exclusion of the relevant assets in connection with the incurrence of any such financing).
Non-Guarantor cap on Indebtedness (howsoever described)	None.
Restricted Payments	
CNI Build-up	Standard (50% CNI (subject to zero floor per Financial Quarter), plus 100% of equity contributions, 100% of debt converted into equity, 100% of amounts received from restricted investments and Unrestricted Subsidiaries, 100% of FMV of Unrestricted Subsidiaries re-combined with the restricted group and starter basket below).
CNI Build-up Starter Basket	Greater of (x) £[•] million and (y) 50% of EBITDAR.

Basket / Threshold	Description - Revolving Facilities Agreement
CNI Build-up Incurrence Tests	To access the CNI Build-up basket, at the relevant date of determination, no Event of Default may be continuing and FCCR is at least 2.00:1.00.
CNI Build-up Deductibles	Amounts utilized under baskets will not reduce the amount available under the CNI Build-up basket (other than pre-declared dividends paid within sixty (60) days of declaration and dividends on refunding capital stock that is preferred stock in excess of dividends declarable under the treasury stock replaced by the refunding capital stock).
MIP	Pre-IPO: the greater of (x) £[•] million and (y) 10% of EBITDAR per Financial Year. Post-IPO: the greater of (x) £[•] million and (y) 20% of EBITDAR per Financial Year. In each case, Carry Forward Amount and Carry Back Amount not to be restricted to the immediately following and preceding Annual Periods (as applicable).
Sponsor/Management Fees	Greater of (x) £[•] million and (y) 5% of EBITDAR per Financial Year; plus Unlimited (i) out-of-pocket costs and expenses, (ii) transactional fees, costs, taxes and expenses, (iii) termination or exit fees, and (iv) amounts in the Funds Flow Statement or the Base Case Model.
Holding Company Expenses	Greater of (x) £[•] million and (y) 7.5% of EBITDAR per Financial Year; plus Unlimited ordinary course payments (including, but not limited to, holding company overheads, fees, costs and expenses) and tax sharing payments.
Servicing of holding company debt	Yes, subject to proceeds having been contributed to the Group and provided that such holding company debt is accounted for as debt incurred within or guaranteed by the Restricted Group.

Basket / Threshold	Description - Revolving Facilities Agreement
IPO Dividends	The declaration and payment of dividends on, or the purchase, redemption, defeasance or other acquisition or retirement for value of, the Company's common equity (or the payment of dividends to any direct or indirect parent company of the Company to fund a payment of dividends on such company's common equity or to fund such company's purchase, redemption, defeasance or other acquisition or retirement for value of such company's common equity), following the first public offering of the Company's common equity or the common equity of any direct or indirect parent company of the Company after the Closing Date, in an amount not to exceed the sum of: (A) up to 7% per annum of the amount of Net Cash Proceeds received by or contributed to the Company or any of its Restricted Subsidiaries from any such public offering, other than public offerings with respect to the Company's common equity registered on Form S-8, other than issuances to any Subsidiary of the Company and other than any public sale constituting an Excluded Contribution; and (B) an aggregate amount per annum not to exceed 7% of the greater of Market Capitalization or IPO Market Capitalization.
Acquisition-Related Payments	Payments made or received in connection with the consummation of the Transaction.
Restricted Payments - General Basket	Greater of (i) [•] million and (ii) 50% of EBITDAR. Any unused amount under the subordinated or holding company debt basket, waived/declined prepayment/offer amounts and Available Proceeds.
Ratio Basket – General	Unlimited if the pro forma TNL does not exceed [*Opening TNL - 0.50x*]:1 and may be funded from any source.
Ratio Basket – Available Amount[6]	Unlimited if the pro forma TNL exceeds: (a) [*Opening TNL - 0.50x*]:1 but does not exceed [*Opening TNL*]:1 and is at least 50% funded from the Available Amount; or (b) [*Opening TNL*]:1 and is 100% funded from the Available Amount, provided that this basket shall be disapplied for so long as any commitment under the SSN Bridge Facility is outstanding.
Subordinated or Holding Company Debt Basket	Greater of £[•] million and (ii) 25% of EBITDAR.

[6] **Note**: definition of "Available Amount" to be comprised of typical components, including retained cash (including, but not limited to, net cash proceeds from asset sales), permitted debt, closing overfunding, equity contributions after the issue date, cash and cash equivalents and debt converted into equity after the Closing Date.

Basket / Threshold	Description - Revolving Facilities Agreement
Excluded Contributions	Yes. Restricted Payments that are made (a) in an amount that does not exceed the aggregate amount of Excluded Contributions received following the Closing Date, or consisting of non-cash Excluded Contributions, or Investments made in exchange for or using as consideration Investments previously made as Excluded Contributions, or (b) without duplication with subparagraph (a) hereof, in an amount not to exceed the cash proceeds from a sale, conveyance, transfer or other disposition in respect of property or assets acquired after the Closing Date, if the acquisition of such property or assets was financed with Excluded Contributions.
Restricted Payments - Material Aircraft Assets	No Restricted Payment or Permitted Investment that results in a transfer of Material Aircraft Assets to an Unrestricted Subsidiary or Non-Guarantor shall be permitted unless the LTV Release Condition is satisfied.
Restricted Payments - Specified Asset Disposition	None.
Permitted Investments	
JVs	Greater of (i) £[•] million and (ii) 40% of EBITDAR; plus Investments in JVs that exist on the Closing Date.
Similar Business	Greater of (i) £[•] million and (ii) 40% of EBITDAR.
General Basket	Greater of (i) £[•] million and (ii) 50% of EBITDAR.
Management Amounts / Management Advances	Unlimited amount pursuant to management and employee contracts, payroll, benefits, tax, MIP and/or to fund the purchase of equity interests; plus Greater of (i) £[•] million and (ii) 15% of EBITDAR.
Unrestricted Subsidiaries	Greater of (i) £[•] million and (ii) 40% of EBITDAR. No Subsidiary that directly or indirectly owns Material Aircraft Assets may be designated as an Unrestricted Subsidiary unless the LTV Release Condition is satisfied.

Basket / Threshold	Description - Revolving Facilities Agreement
Investments Ratio Basket	Unlimited subject to (at Company's option) (i) FCCR is equal to or greater than 2.00x or does not deteriorate; (ii) TNL does not exceed [*Opening TNL*] or does not increase.
Asset Sales	
Carve outs from definition "*Asset Sale*"	*De minimis* exception (per asset sale): Greater of (i) £[•] million and (ii) 15% of EBITDAR. Sale and leaseback, dispositions the proceeds of which are used to make a Permitted Investment or a Restricted Payment; and other customary exceptions and **provided that** any sale and leaseback of Material Aircraft Assets shall instead be subject "Asset Sales – Material Aircraft Assets" below.
75% Cash Consideration De Minimis	Greater of (i) £[•] million and (ii) 25.0% of EBITDAR.
Asset Sales – Material Aircraft Assets	Restriction on Asset Sales that result in the transfer of Material Aircraft Assets to a person that is not the Company or a Guarantor unless (x) the LTV Release condition is satisfied or (y) (i) a 100% cash consideration requirement is satisfied and (ii) the net cash proceeds of such sale of Material Aircraft Assets are applied towards the repayment, redemption, repurchase, discharge or defeasance of Senior Secured Debt or reinvested in the acquisition, maintenance, development, construction, improvement, upgrade, update, remodelling, modernization, or repair of assets or property (including Aircraft Assets and engines) or capital expenditures used or useful in the business of the Company and its Subsidiaries.
Designated Non-Cash Consideration	Greater of (i) £[•] million and (ii) 25.0% of EBITDAR.
Excess Proceeds / Asset Sale Step Down	Greater of (i) £[•] million and (ii) 35% of EBITDAR per transaction. If SSNL is less than or equal to [*Opening SSNL - 0.25x*]:1 but greater than [*Opening SSNL - 0.75x*]:1, only 50% of the Net Available Cash from an Asset Disposition shall be deemed to constitute Excess Proceeds, stepping down to 0% if SSNL is less than or equal to [*Opening SSNL - 0.75x*]:1 (and any such amount shall constitute "**Available Proceeds**") **provided that** SSNL may, at the Company's election, be calculated at the time of receipt of such net cash proceeds or at any time during the Reinvestment Time Period.
Reinvestment Time Period	18 months (plus a further 180 day-period if committed within such period) **provided that**, for the avoidance of doubt, Investments with any asset sale proceeds may be made prior to receiving such net cash proceeds.

Basket / Threshold	Description - Revolving Facilities Agreement
Transfers of Material Aircraft Assets to Unrestricted Subsidiaries or Non-Guarantors	After giving pro forma effect to such transfer (and any related use of proceeds, if applicable), the LTV Release Condition is satisfied.
Affiliate Transactions	
De Minimis Exception	Greater of (i) £[•] million and (ii) 15% of EBITDAR.
Board Approval Threshold	Approval by majority of board of directors if aggregate payments or consideration greater of (i) £[•] million and (ii) 30% of EBITDAR. No fairness opinion requirement.
Permitted Liens	
Permitted Collateral Liens	Greater of (i) £[•] million and (ii) 20% of EBITDAR. Credit Facilities Basket, hedging and bank products (all of which can be super senior), capital leases and purchase money, contribution debt, joint venture debt, contribution debt basket, general basket and local facilities. Liens for ratio debt, acquired debt and acquisition debt (subject to debt incurrence capacity). Liens for subordinated debt and junior liens subject to Intercreditor Agreement.
Permitted Liens	Greater of (i) £[•] million and (ii) 50% of EBITDAR. Liens securing the debt of non-Guarantors. Credit Facilities Basket, Aircraft Take-Out Financings, general basket, local facilities basket, capital leases/purchase money, acquired debt, Aircraft Asset Financings and receivables financing.
Aircraft Assets	

Basket / Threshold	Description - Revolving Facilities Agreement
LTV Release Condition	LTV Release Condition will be satisfied in connection with any subject transaction if, after giving pro forma effect to such transaction (and any related use of proceeds, if applicable), the LTV Ratio does not exceed 70%, or, if the "Release Condition" under the Revolving Facilities Agreement or suspension of covenants provisions under the SSN Indenture apply, the LTV Ratio does not exceed 80%.
Material Aircraft Assets	One or more Aircraft Assets that constitute Collateral with an aggregate Fair Market Value in excess of £15 million.
Appraisals Regime	As per Aircraft Precedent Indenture in respect of Aircraft and Aircraft Engines (as defined in the Aircraft Precedent Indenture).
Events of Default	
Cross acceleration / judgment default	Greater of (i) £[•] million and (ii) 30% of EBITDAR.

APPENDIX C
SSN Bridge Facilities Term Sheet

SSN Bridge Facilities Term Sheet

Project Rise

Summary of Key Terms and Conditions

For the avoidance of doubt, this is the SSN Bridge Facilities Term Sheet referred to in the Commitment Letter to which this Summary of Key Terms and Conditions is attached, and terms used in this SSN Bridge Facilities Term Sheet that are not otherwise defined herein shall have the meaning given to them in that Commitment Letter (including the other appendices thereto).

SSN Borrower: The Company, being the entity identified in the Tax Structure Memorandum as "*Eagle Bidco*" (the "**SSN Borrower**").

SSN Group: The SSN Borrower and each of its Restricted Subsidiaries (the "**Group**").

Amount:

(a) up to £900 million (equivalent) subject to the provisions of the Commitment Letter, to be made available under a facility denominated in EUR (subject to the section entitled "Redenomination Mechanics" below) (the "**FRN (EUR) Bridge Facility**" and any bridge loans extended under such facility, the "**FRN (EUR) Bridge Loans**");

(b) up to £1,600 million (equivalent) subject to the provisions of the Commitment Letter, to be made available under a facility denominated in EUR (subject to the section entitled "Redenomination Mechanics" below) (the "**SSN (EUR) Bridge Facility**" and any bridge loans extended under such facility, the "**SSN (EUR) Bridge Loans**");

(c) up to £500 million subject to the provisions of the Commitment Letter, to be made available under a facility denominated in GBP (the "**SSN (GBP) Bridge Facility**" and any bridge loans extended under such facility, the "**SSN (GBP) Bridge Loans**"); and

(d) up to £500 million subject to the provisions of the Commitment Letter, to be made available under a facility denominated in USD (subject to the section entitled "Redenomination Mechanics" below) (the "**SSN (USD) Bridge Facility**" and any bridge loans extended under such facility, the "**SSN (USD) Bridge Loans**"),

the FRN (EUR) Bridge Facility, SSN (EUR) Bridge Facility, the SSN (GBP) Bridge Facility and the SSN (USD) Bridge Facility are collectively referred to herein as the "**SSN Bridge Facilities**", and the FRN (EUR) Bridge Loans, SSN (EUR) Bridge Loans, the SSN (GBP) Bridge Loans and the SSN (USD) Bridge Loans are collectively referred to herein as the "**SSN Bridge Loans**", **provided that** the Company may, in consultation with the Arrangers, reallocate commitments between SSN Bridge Facilities at any time prior to the earlier of (i) the date on which (x) a utilisation request is submitted by the Company with respect to the SSN Bridge Facilities or (y) a Drawdown Request (as defined in the Interim Facilities Agreement) is submitted by the Company with respect to an Interim SSN Bridge Facility; and (ii) the date of pricing with respect to the SSNs.

Notwithstanding the foregoing, the commitments with respect to the SSN Bridge Facilities (on a *pro rata* basis as to each Arranger's (or its Underwriter affiliates') respective commitment):

(i) shall be permanently cancelled in an amount equal to the net proceeds from any SSN Permanent Securities (as defined in the HY Engagement Letter) issued in respect of the corresponding SSN Bridge Facility and/or the net proceeds from any Aircraft Take-Out Financing, on and from the date on which such proceeds are available to the SSN Borrower (including any proceeds deposited into an escrow account on customary terms (**provided that** the only conditions to trigger a special mandatory redemption of the SSN Permanent Securities or applicable Aircraft Take-Out Financing under the escrow account are (A) the insolvency of the SSN Borrower; and (B) the occurrence of any of the events described in paragraphs (a) to (c) of clause 15.1 of the Commitment Letter, or the Investors ceasing to beneficially own or control at least a majority of the issued and outstanding share capital of the SSN Borrower); and

(ii) may be ratably reduced at the SSN Borrower's election at any time prior to the Acquisition Closing Date **provided that**, without prejudice to the SSN Borrower's rights to terminate any or all of the commitments in accordance with the Commitment Letter, the principal amount of any individual SSN Bridge Facility shall not be reduced to below £250 million (equivalent), in each case, unless reduced to zero (0).

Ranking: The SSN Bridge Loans, SSN Extended Term Loans (as defined below) and SSN Exchange Notes (as defined below) (collectively, the "**SSN Debt Obligations**") and all obligations with respect thereto will be senior obligations of the SSN Borrower and will (i) rank *pari passu* in right of payment with the existing and future senior indebtedness of the SSN Borrower, including the Revolving Facility **provided that** in relation to the distribution of the proceeds of an enforcement of the Transaction Security and the proceeds of other distressed disposals of assets subject to the Transaction Security, the Revolving Facility (together with other permitted super senior obligations and liabilities) will have contractual seniority to the SSN Debt Obligations, (ii) rank senior in right of payment to all the SSN Borrower's existing and future indebtedness that is expressly subordinated in right of payment to the SSN Debt Obligations, (iii) be guaranteed on a senior secured basis by the Guarantors (as defined below), (iv) be effectively subordinated to all the SSN Borrower's existing and future indebtedness that is secured by liens that do not secure the SSN Debt Obligations, to the extent of the value of such property and assets securing such indebtedness and (v) be structurally subordinated to any existing or future indebtedness of the subsidiaries of the SSN Borrower that do not guarantee the SSN Debt Obligations, including their obligations to trade creditors.

Availability: On and from the date of the SSN Bridge Facilities Agreement to (and including) the end of the Certain Funds Period, the SSN Bridge Facilities will (unless reduced to zero (0) pursuant to the Commitment Letter) be available for utilization in no more than three (3) drawings per SSN Bridge Facility, with the first utilization to occur on the proposed Acquisition Closing Date, or, at the election of the Company, up to three Business Days prior to, the proposed Acquisition Closing Date, subject, in the case of the first utilization on or prior to the Acquisition Closing Date, to satisfaction of all conditions precedent in Schedule 3 to the Agreed Form Interim Facilities Agreement and mandatory repayment if the Acquisition Closing Date does not occur within three Business Days of the pre-funding.

Redenomination Mechanics: As per the Agreed Form Interim Facilities Agreement.

Purpose:	As per the Agreed Form Interim Facilities Agreement.
Agents:	An SSN Lender (as defined below) selected by the SSN Borrower with such SSN Lender's consent (or such other reputable financial institution or professional agent selected by the SSN Borrower in its sole discretion) will act as the sole and exclusive administrative agent for the SSN Bridge Facilities (the "**SSN Bridge Agent**") for a syndicate of banks, financial institutions and other entities arranged by the Arrangers and acceptable to the SSN Borrower (the "**SSN Lenders**") under the SSN Bridge Facilities, and will perform the duties customarily associated with such role. Each SSN Lender shall accede to the Intercreditor Agreement.
SSN Bridge Loans Interest[7]:	Initial Interest Rate:

(i)	*FRN (EUR) Bridge Facility*	EURIBOR (subject to a 0.00% floor), plus the Initial FRN (EUR) Margin (as defined in the SSN Bridge Facility Fee Letter).
(ii)	*SSN (EUR) Bridge Facility*	EURIBOR (subject to a 0.00% floor), plus the Initial SSN (EUR) Margin (as defined in the SSN Bridge Facility Fee Letter).
(iii)	*SSN (GBP) Bridge Facility*	SONIA (subject to a 0.00% floor), plus the Initial SSN (GBP) Margin (as defined in the SSN Bridge Facility Fee Letter).
(iv)	*SSN (USD) Bridge Facility*	Term SOFR (subject to a 0.00% floor), plus the Initial SSN (USD) Margin (as defined in the SSN Bridge Facility Fee Letter).

Step-ups:

50 basis points every 90 days, beginning on the date falling 90 days after the Closing Date; **provided that** at no time shall the per annum interest rate on:

(i) the FRN (EUR) Bridge Loans or FRN (EUR) Extended Term Loans result in the FRN Cap (EUR) (as defined in the SSN Bridge Facilities Fee Letter) being exceeded;

(ii) the SSN (EUR) Bridge Loans or SSN (EUR) Extended Term Loans result in the SSN Cap (EUR) (as defined in the SSN Bridge Facilities Fee Letter) being exceeded;

(iii) the SSN (GBP) Bridge Loans or SSN (GBP) Extended Term Loans result in the SSN Cap (GBP) (as defined in the SSN Bridge Facilities Fee Letter) being

[7] **Note**: Benchmark Rate provisions shall be as per the Precedent Revolving Facilities Agreement.

exceeded; or

(iv) the SSN (USD) Bridge Loans or SSN (USD) Extended Term Loans result in the SSN Cap (USD) (as defined in the SSN Bridge Facilities Fee Letter) being exceeded,

and, in each case, excluding default interest.

Interest Payment:	Interest on the SSN Bridge Loans will be payable in cash on the last day of each quarterly interest period and on the Initial Maturity Date (as defined below) (assuming that the Conversion Date (as defined below) has not occurred). Interest on the SSN Bridge Loans will be payable in arrears and be computed on the basis of a (x) in respect of SSN Bridge Loans denominated in USD and/or EUR, 360-day year or (y) in respect of SSN Bridge Loans denominated in GBP, a 365-day year, in each case, comprised of the actual number of days elapsed.
Default Interest:	With respect to overdue principal and interest, the applicable interest rate on the SSN Bridge Loans or the SSN Extended Term Loans, as the case may be, plus 1.00% per annum.

Original Issue Discount: No original issue discount on the SSN Bridge Loans or the SSN Extended Term Loans.

Maturity: The SSN Bridge Loans will mature on the date (the "**Initial Maturity Date**") that is the one-year anniversary from the Acquisition Closing Date.

On the Initial Maturity Date, any SSN Bridge Loan that has not been previously repaid in full will be automatically converted into a senior secured term loan (each, an "**SSN Extended Term Loan**") under the SSN Bridge Facilities Agreement, which will be due on the date that is seven (7) years after the Acquisition Closing Date (the "**SSN Extended Maturity Date**"); **provided that**:

(i) the FRN (EUR) Bridge Loans shall be converted into euro-denominated Extended Term Loans (the "**FRN (EUR) Extended Term Loans**") that bear interest at the highest floating interest rate per annum that would not result in the FRN Cap (EUR) being exceeded;

(ii) the SSN (EUR) Bridge Loans shall be converted into euro-denominated SSN Extended Term Loans (the "**SSN (EUR) Extended Term Loans**") that bear interest at the highest fixed interest rate per annum that would not result in the SSN Cap (EUR) being exceeded;

(iii) the SSN (GBP) Bridge Loans shall be converted into sterling-denominated SSN Extended Term Loans (the "**SSN (GBP) Extended Term Loans**") that bear interest at the highest fixed interest rate per annum that would not result in the SSN Cap (GBP) being exceeded;

(iv) the SSN (USD) Bridge Loans shall be converted into U.S. dollar-denominated SSN Extended Term Loans (the "**SSN (USD) Extended Term

Loans") that bear interest at the highest fixed interest rate per annum that would not result in the SSN Cap (USD) being exceeded;

(v) the SSN Rollover Fee (as defined in the SSN Bridge Facility Fee Letter) shall have been paid to each SSN Lender;

(vi) none of the SSN Borrower or any direct or indirect significant subsidiary of the SSN Borrower (or a group of subsidiaries that together would constitute a significant subsidiary) shall be subject to certain bankruptcy or insolvency proceedings; and

(vii) no payment event of default (after giving effect to any applicable grace period) under the SSN Bridge Facilities Agreement in respect of principal or interest shall have occurred and be continuing.

The date on which the SSN Bridge Loans are converted into SSN Extended Term Loans (including upon the occurrence of a Demand Failure Event (as defined in the SSN Bridge Facility Fee Letter)) is referred to as the "**Conversion Date**."

The SSN Extended Term Loans will be governed by the provisions of the SSN Bridge Facilities Agreement and will have the same terms as the applicable SSN Bridge Loans, except that the SSN Extended Term Loans will be subject to the same covenants as those applicable to the SSN Exchange Notes (except as otherwise provided herein). The SSN Exchange Notes will be issued pursuant to the SSN Indenture (as defined herein).

SSN Extended Term Loans Interest: Interest on the SSN Extended Term Loans will be payable on the last day of each quarterly interest period and on the SSN Extended Maturity Date, in each case payable in arrears and computed on the basis of (x) in respect of SSN (USD) Extended Term Loans and SSN (EUR) Extended Term Loans, a 360-day year assuming twelve 30-day months, (y) in respect of FRN (EUR) Extended Term Loans, a 360-day year comprised of the actual number of days elapsed and (z) in respect of SSN (GBP) Extended Term Loans, a 365-day year comprised of the actual number of days elapsed. Upon exchange of a SSN Extended Term Loan for a SSN Exchange Note, interest accrued on such SSN Extended Term Loan will carry over to such SSN Exchange Note and be payable on the last day of such quarterly interest period. For the avoidance of doubt, no break costs shall be payable upon conversion of SSN Bridge Loans to SSN Extended Term Loans or the exchange of SSN Extended Term Loans for SSN Exchange Notes.

Exchange for SSN Exchange Notes: At any time on or after the Conversion Date, any SSN Lender may exchange all or a portion of its:

(i) FRN (EUR) Extended Term Loans for euro-denominated floating rate senior secured exchange notes (the "**FRN (EUR) Exchange Notes**" and, together with the FRN (EUR) Bridge Loans and FRN (EUR) Extended Term Loans, the "**FRN (EUR) Debt Obligations**") having a principal amount equal to the principal amount of the FRN (EUR) Extended Term Loan being exchanged;

(ii) SSN (EUR) Extended Term Loans for euro-denominated fixed rate senior secured exchange notes (the "**SSN (EUR) Exchange Notes**" and, together with the SSN (EUR) Bridge Loans and SSN (EUR) Extended Term Loans, the "**SSN (EUR) Debt Obligations**") having a principal amount equal to the principal amount of the SSN (EUR) Extended Term Loan being exchanged;

(iii) SSN (GBP) Extended Term Loans for sterling-denominated fixed rate senior secured exchange notes (the "**SSN (GBP) Exchange Notes**" and, together with the SSN (GBP) Bridge Loans and SSN (GBP) Extended Term Loans, the "**SSN (GBP) Debt Obligations**") having a principal amount equal to the principal amount of the SSN (GBP) Extended Term Loan being exchanged; and

(iv) SSN (USD) Extended Term Loans for U.S. dollar-denominated fixed rate senior secured exchange notes (the "**SSN (USD) Exchange Notes**" and, together with the SSN (USD) Bridge Loans and SSN (USD) Extended Term Loans, the "**SSN (USD) Debt Obligations**") having a principal amount equal to the principal amount of the SSN (USD) Extended Term Loan being exchanged,

(the FRN (EUR) Exchange Notes, SSN (EUR) Exchange Notes, SSN (GBP) Exchange Notes and SSN (USD) Exchange Notes being, together, "**SSN Exchange Notes**" and the FRN (EUR) Debt Obligations, SSN (EUR) Debt Obligations, SSN (GBP) Debt Obligations and SSN (USD) Debt Obligations being, together, "**SSN Debt Obligations**") in each case, **provided that**:

(a) No:

(i) FRN (EUR) Exchange Notes shall be issued until the SSN Borrower has received requests to issue the FRN (EUR) Exchange Notes in an aggregate principal amount at least equal to the lesser of (A) at least 20% of the commitments in respect of the FRN (EUR) Bridge Facility as of the Closing Date or (B) the then outstanding aggregate principal amount of the FRN (EUR) Extended Term Loans;

(ii) SSN (EUR) Exchange Notes shall be issued until the SSN Borrower has received requests to issue the SSN (EUR) Exchange Notes in an aggregate principal amount at least equal to the lesser of (A) at least 20% of the commitments in respect of the SSN (EUR) Bridge Facility as of the Closing Date or (B) the then outstanding aggregate principal amount of the SSN (EUR) Extended Term Loans;

(iii) SSN (GBP) Exchange Notes shall be issued until the SSN Borrower has received requests to issue the SSN (GBP) Exchange Notes in an aggregate principal amount at least equal to the lesser of (A) at least 20% of the commitments in respect of the SSN (GBP) Bridge Facility as of the Closing Date or (B) the then outstanding aggregate principal amount of the SSN (GBP) Extended Term Loans; or

(iv) SSN (USD) Exchange Notes shall be issued until the SSN Borrower has received requests to issue the SSN (USD) Exchange Notes in an aggregate principal amount at least equal to the lesser of (A) at least 20% of the commitments in respect of the SSN (USD) Bridge Facility as of the Closing Date or (B) the then outstanding aggregate principal amount of the SSN (USD) Extended Term Loans;

(b) only one such exchange (per series) of SSN Extended Term Loans for SSN Exchange Notes shall occur in any calendar month (which exchange, for the avoidance of doubt, shall be made for each SSN Lender that has requested that its SSN Bridge Loans be exchanged at least five Business Days prior to the date of the exchange) and (other than issuance of SSN Exchange Notes five Business Days after the Conversion Date in respect of exchanges requested on the Conversion Date) the date of any issuance of SSN Exchange Notes shall be the final Business Day in each calendar month; and

(c) an SSN Lender may only elect to exchange all (and not part) of its outstanding SSN Extended Term Loans for SSN Exchange Notes unless such SSN Lender intends to promptly sell the SSN Exchange Notes received in connection with any partial exchange to an Asset Management Affiliate or a *bona fide* party not affiliated with any SSN Lender or Commitment Party.

Guarantors: Subject to the Agreed Security Principles, each entity that is an obligor under the Revolving Facilities Agreement (collectively, the "**Guarantors**") will guarantee the SSN Debt Obligations on a senior secured basis. Each Guarantor's guarantee of SSN Debt Obligations will be a senior obligation of such Guarantor and will (i) rank *pari passu* with all such Guarantor's existing and future senior indebtedness, including indebtedness under the Revolving Facility **provided that** in relation to the distribution of the proceeds of an enforcement of the Transaction Security and the proceeds of other distressed disposals of assets subject to the Transaction Security, the Revolving Facility (together with other permitted super senior obligations and liabilities) will have contractual seniority to the SSN Debt Obligations, (ii) rank senior in right of payment to such Guarantor's existing and future subordinated indebtedness, (iii) be effectively subordinated to any existing and future indebtedness of such Guarantor that is secured by property and assets that do not secure the SSN Debt Obligations (or such Guarantors' guarantee thereof), to the extent of the value of such property and assets securing such indebtedness and (iv) be structurally subordinated to any existing or future indebtedness or obligations of the subsidiaries of such Guarantor that do not guarantee the SSN Debt Obligations, including their obligations to trade creditors.

Security: Subject to the Agreed Security Principles, the SSN Bridge Loans will be secured on a senior basis on all the assets that secure the Revolving Facility, ranking *pari passu* with the security granted for the benefit of the Revolving Facility **provided that** in relation to the distribution of the proceeds of an enforcement of such security and the proceeds of other distressed disposals of assets subject to such security, the Revolving Facility (together with other permitted super senior obligations and liabilities) will have contractual seniority to the SSN Bridge Loans.

Mandatory Prepayment: As per the Precedent Bridge Facilities Agreement, including with the proceeds of an Aircraft Take-Out Financing (on a pro rata basis across all SSN Bridge Loans).

SSN Declining Lenders: Notwithstanding anything to the contrary herein, in the event that a Manager (as defined in the HY Engagement Letter), an SSN Lender or an affiliate of an SSN Lender (such SSN Lender, a "**SSN Declining Lender**") declines to participate (x) in an Offering of SSN Permanent Securities with the SSN Majority Managers (as defined in the HY Engagement Letter) on the terms set forth in the HY Engagement Letter or (y) in an SSN Demand Financing (as defined in the SSN Bridge Facility Fee Letter) with the SSN Majority Arrangers (as defined in the SSN Bridge Facility Fee Letter) on the terms set forth in the SSN Bridge Facility Fee Letter, then the proceeds from such Offering of SSN Permanent Securities or the securities issued in connection with a Demand Financing (as applicable) may, at the sole option of the SSN Borrower, be used to refinance SSN Bridge Loans and/or cancel commitments in respect of the applicable SSN Bridge Facilities (x) on a *pro rata* basis with respect to SSN Lenders that are not SSN Declining Lenders and (y) excluding any such SSN Declining Lender, and the SSN Bridge Facilities Agreement will contain an appropriate mechanism in respect thereof as per the Precedent Bridge Facility Agreement. An SSN Declining Lender may not issue any SSN Debt Securities Notice or exchange any of its SSN Bridge Loans or SSN Extended Term Loans for SSN Exchange Notes.

Change of Control: Each holder of SSN Bridge Loans or SSN Extended Term Loans will be entitled to require the SSN Borrower to repay, and the SSN Borrower must offer to repay, the SSN Bridge Loans or SSN Extended Term Loans, as the case may be, held by such holder at the Change of Control Offer Price (as defined below), plus all accrued and unpaid interest (but excluding, for the avoidance of doubt, any break costs) to the date of repayment, with such offer to repay occurring no later than the date of the Change of Control (as defined in the SSN Exchange Notes). The "**Change of Control Offer Price**" will be 100% of the principal amount of any SSN Bridge Loans and any SSN Extended Term Loans.

Optional Prepayment:

Amounts outstanding under the SSN Bridge Loans and SSN Extended Term Loans may be prepaid, in whole or in part, without premium or penalty (including no break costs), at par together with accrued and unpaid interest owed on amounts so prepaid to the prepayment date upon not less than one business day's written notice, at the option of the SSN Borrower, at any time.

Right to Resell SSN Bridge Loans:

No sale, assignment, transfer, sub-participation or sub-contract of commitments prior to the Acquisition Closing Date without the prior written consent of the SSN Borrower (in its sole discretion).

From the end of the Certain Funds Period until (and including) the Conversion Date, none of the SSN Lenders may sell, assign, transfer, sub-participate or sub-contract all or any part of its SSN Bridge Loans to any third party or pledge any or all of such SSN Bridge Loans to any commercial bank or other institutional lender without the prior written consent of the SSN Borrower (in its sole discretion), unless:

(i) to another SSN Lender, an affiliate of an SSN Lender or a fund related to an SSN Lender under the SSN Bridge Facilities (in each case, other than an Asset Management Affiliate);

(ii) solely with respect to FRN (EUR) Bridge Loans or SSN (EUR) Bridge Loans, to a person on an agreed whitelist; or

(iii) at such time:

(A) an Event of Default for failure to pay interest or principal on the SSN Bridge Facilities has occurred and is continuing under the SSN Bridge Facilities Agreement; or

(B) an insolvency-related Event of Default has occurred and is continuing under the SSN Bridge Facilities Agreement,

provided that, any assignments and transfers will be at no greater cost to the SSN Borrower, and in respect of (ii) above, the SSN Borrower's prior written consent (in its sole discretion) shall be required for any sale, assignment, transfer, sub-participation or sub-contract that would result in:

(a) such SSN Lender (together with its affiliates (other than Asset Management Affiliates)) holding less than 50.1% of the aggregate principal amount of the SSN Bridge Loans originally made by it under the SSN Bridge Facilities; or

(b) the original SSN Lenders (together with their affiliates (other than Asset Management Affiliates)) together holding less than 50.1% of the aggregate principal amount of the SSN Bridge Loans made under such SSN Bridge Facilities.

Notwithstanding the foregoing, in no event may an SSN Lender sell, assign, pledge, sub-participate, sub-contract or otherwise transfer all or any part of its SSN Bridge Loans or any interest therein without the prior written consent of the SSN Borrower (in its sole discretion) to:

(i) an industry competitor, private equity sponsor or hedge fund (each to be defined per the Precedent Bridge Facility Agreement, mutatis mutandis) and, in each case, any of their respective affiliates and related funds;

(ii) a defaulting SSN Lender, a rejecting SSN Lender or a sanctioned lender (each to be defined per the Precedent Revolving Facilities Agreement, *mutatis mutandis*) or any SSN Net Short Lender or SSN Lender that has made an incorrect representation or warranty or deemed representation or warranty with respect to being an SSN Net Short Lender (each, a "**Disqualified SSN Lender**");

(iii) any entity on the agreed disqualified institutions list and any of their respective affiliates and related funds; or

(iv) a loan-to-own investor (as defined per the Precedent Revolving Facilities Agreement, *mutatis mutandis*) and any of their respective affiliates and related funds,

(clauses (i) to (iv) collectively, the "**Overriding Restrictions**").

The SSN Borrower may remove up to five names from the white list (in addition to an uncapped ability to remove sanctioned lenders) per each year of tenor of the SSN Bridge Facilities Agreement, and will consider in good faith (but will be under no obligation to procure that such names are added to the whitelist) any replacements for such entities so removed that are proposed by the SSN Lenders (acting together through the SSN Bridge Agent). The SSN Borrower (in its sole discretion) may not add names to the disqualified list from time to time except with respect to industry competitors. Sales, assignments, transfers, sub-participations or sub-contracts to any natural person at all times shall be prohibited.

All transfers of SSN Bridge Loans and commitments with respect thereto shall be in a minimum principal amount of £10,000,000 and increments of £2,000,000 in excess thereof.

Other than as permitted above, any sale, assignment, transfer, sub-participation or sub-contract by an SSN Lender without the SSN Borrower's consent to any person or entity or, to the extent the SSN Borrower's consent is required under the terms of the SSN Bridge Facilities Agreement, to any other person, shall be void *ab initio*, and the SSN Borrower shall be entitled to seek specific performance to unwind any such sale, assignment, transfer, sub-participation or sub-contract in addition to any other remedies available to the SSN Borrower at law or equity.

Right to Resell SSN Extended Term Loans: Following the Conversion Date, the SSN Lenders under the SSN Extended Term Loans shall have the absolute and unconditional right to sell, assign, transfer, sub-participate or sub-contract such SSN Extended Term Loans in accordance with applicable law and subject to the Overriding Restrictions.

Conditions Precedent: As per the Agreed Form Interim Facilities Agreement. For the avoidance of doubt and notwithstanding anything to the contrary, there will be no conditions precedent directly or indirectly relating to the Target Group (including security by or over the Target Group or guarantees provided by the Target Group).

Documentation: The SSN Bridge Facilities Agreement shall be documented on the basis of the Precedent Bridge Facility Agreement (with specific adjustments, including to reflect the terms hereof, the Market Terms and the legal structure, relevant adjustments to the Revolving Facilities Agreement, the relative position in the capital structure and jurisdictions of the SSN Borrower, the Acquisition, the Target Group and the provisions of the Commitment Documents).

Representations and Warranties:	As per the Precedent Bridge Facility Agreement as adjusted as described under "*Documentation*" above, to be given on the date of signing of the SSN Bridge Facilities Agreement and the date of drawing under the SSN Bridge Facilities Agreement.
Covenants:	As per the SSN Exchange Notes; **provided that** prior to the Conversion Date, (i) the debt basket based on Available RP Capacity will not be available; and (ii) certain other baskets or exceptions may not be available as set forth in the Precedent Bridge Facility Agreement; **provided, further, that** from the date on which all SSN Lenders who are not SSN Declining Lenders have been repaid in full and/or the commitments of such SSN Lenders who are not SSN Declining Lenders have been cancelled in full (whether or not the Conversion Date has occurred), the additional restrictions referred to in the immediately preceding proviso shall cease to apply and the covenants, events of default and other provisions governing the SSN Bridge Loans, SSN Extended Term Loans and/or the SSN Exchange Notes will be no less favourable to the SSN Borrower than the covenants, events of default and other provisions governing the SSN Permanent Securities or the securities issued in connection with an SSN Demand Financing (as applicable).
Acquisition Undertakings:	As per the Revolving Facilities Agreement.
Events of Default:	As per the SSN Exchange Notes and including events of default for misrepresentation, invalidity and unlawfulness and material failure of a third party to comply with the Intercreditor Agreement, as per Precedent Bridge Facility Agreement. A notice of default may not be given with respect to any action taken/event that has occurred and that is reported to the SSN Bridge Agent more than two (2) years after such reporting of such action or event and any time period providing for the cure of any actual or alleged default or event of default may be extended or stayed by a court of competent jurisdiction to the extent such actual or alleged default or event of default is the subject of litigation. On and after the Initial Maturity Date, the SSN Extended Term Loans will be subject to the same events of default as those applicable to the SSN Exchange Notes.
Clean-Up Period:	As per the Precedent Bridge Facility Agreement.
Certain Funds Period:	Shall mean the period beginning on (and including) the date of the Revolving Facilities Agreement and ending at 11.59 p.m. (in London) on the earliest to occur of: (a) if the Acquisition is intended to be implemented 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 in writing with the written approval of the Panel, in each case, in accordance with its terms in the Announcement or 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 the Scheme to an Offer or (ii) it is otherwise to be followed within such twenty (20) Business Days by an Announcement by the Company to implement the Acquisition by a new, revised or replacement offer or scheme (as applicable)); (b) if the Acquisition is intended to be implemented 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 written approval of the Panel, in each case, in accordance with its terms in the Announcement or Offer 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 the Offer to a Scheme or (ii) it is otherwise to be followed within such twenty (20) Business Days by an Announcement by the Company to implement the Acquisition by a new, revised or replacement offer or scheme (as applicable));

(c) the date on which the Company has made an announcement in accordance with Rule 2.8 of the City Code that it does not intend to make an offer for the Target;

(d) the first 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 has been paid in full including, in the case of an Offer, in respect of the acquisition of any Target Shares that may be acquired after the Closing Date pursuant to the Offer (including pursuant to a Squeeze-Out);

(e) the date falling thirteen (13) Months and thirty (30) Business Days after (and excluding) the date of the Commitment Letter (the "**Commitment Long Stop Date**"); or

(f) such later time and date as agreed by all of the Lenders (acting reasonably and in good faith),

in each case, **provided that**:

(i) a switch from a Scheme to an Offer or from an Offer to a Scheme (or, for the avoidance of doubt, any amendments to the terms or conditions of a Scheme or an Offer) shall not constitute a lapse, termination or withdrawal; and

(ii) the Commitment Long Stop Date shall be automatically extended:

(A) if an initial drawdown has occurred under the Interim Facilities Agreement, to 11.59 p.m. (in London) on the Final Repayment Date (as defined in the Interim Facilities Agreement) to the extent such date would fall after the last day of the Certain Funds Period; and

(B) (notwithstanding paragraph (A) above and solely to the extent that the Acquisition is to be completed pursuant to an Offer and a settlement date under the Offer has occurred (or will occur with the proceeds to be drawn on the Closing Date)) if the SSN Bridge Facilities have been utilized or the SSNs are issued or the proceeds thereof are released from escrow, to 11.59 p.m. (in London) on the date falling one hundred and twenty (120) days after (and excluding) the Closing Date.

Certain Funds: As per the Precedent Bridge Facility Agreement.

Amendments and Waivers; Voting: Amendments and waivers of the SSN Bridge Facilities Agreement will require the approval of SSN Lenders thereunder holding more than 50% of the aggregate amount of the loans and commitments under the SSN Bridge Facilities Agreement (the "**Majority SSN Lenders**"), except that:

1. the consent of SSN Lenders thereunder holding more than 80% (or in relation to a Super Majority Lender Objection (as defined in the Precedent Bridge Facility Agreement), $66^{2/3}$%) (the "**Super Majority SSN Lenders**") of the aggregate amount of the loans and commitments under the SSN Bridge Facilities Agreement shall be required with respect to (i) acceleration, (ii) changes in the voting thresholds, (iii) alterations of the prepayment or ranking provisions of the SSN Bridge Facilities Agreement, (iv) the creation of any additional restrictions on the right to exchange SSN Extended Term Loans into SSN Exchange Notes, and (v) the release of all or substantially all the security interest or guarantees for the benefit of the SSN Bridge Facilities Agreement (other than in accordance with the Intercreditor Agreement, the Agreed Security Principles and the other terms of the SSN Bridge Facilities Agreement);

2. a Structural Adjustment (to be defined in the SSN Bridge Facilities Agreement) only requires consent of the SSN Borrower and each SSN Lender that is participating in that Structural Adjustment (and shall not require the consent of any other SSN Lender) unless such Structural Adjustment is to increase the commitments under the SSN Bridge Facilities or shorten the tenor of any of the SSN Bridge Facilities, which shall also require the consent of the Super Majority SSN Lenders under such SSN Bridge Facility (including those SSN Lenders participating in the Structural Adjustment).

Any SSN Lender (other than a regulated bank) that, as a result of any total return swap, total rate of return swap, credit default swap or other derivative contract (other than any such total return swap, total rate of return swap, credit default swap or other derivative contract entered into pursuant to bona fide market making activities), has a net short position with respect to the loans and commitments under the SSN Bridge Facilities (a "**SSN Net Short Lender**" (who shall be Disqualified SSN Lenders for all purposes under the SSN Bridge Facilities)) shall not have the right to instruct the SSN Bridge Agent with respect to the exercise of remedies under any SSN Finance Document (to be defined in the SSN Bridge Facilities Agreement) and, in connection with any notice of Default (to be defined in the SSN Bridge Facilities Agreement), Event of Default or acceleration, an SSN Lender shall be required to make a written representation to the SSN Bridge Agent and the SSN Borrower that it is not an SSN Net Short Lender (or will otherwise be deemed to have made such representation to the SSN Bridge Agent and the SSN Borrower). The provisions in the preceding sentence shall also apply to any SSN Extended Term Loans.

Clause 36.4(u) (*Other exceptions*) of the Precedent Bridge Facility Agreement shall be deleted and replaced with the following:

"*(u) At the request of the Obligors' Agent or the Agent, the Agent and the Obligors' Agent will promptly enter into any amendments to this Agreement and any other Finance Document as the Obligors' Agent or the Agent (as the case may be) considers necessary (each acting reasonably and in good faith) to ensure that the terms of this Agreement (including Schedule 13 (General Undertakings), Schedule 14 (Events of Default) and Schedule 15 (Certain New York Law Defined Terms)) and any other Finance Document accurately reflect the equivalent terms of the Senior Secured Notes (or, if applicable, the indenture for exchange notes as provided in this Agreement) (but excluding any change of control "portability" feature therein and provided that any baskets or permissions set out in Schedule 13 (General Undertakings) that are not available or are deemed to be zero (0) during the [Bridge Period] shall continue to be unavailable or deemed zero (0) during the [Bridge Period]) (or, if applicable, the exchange notes) (any such change, a "**Conforming Covenant Change**"). The Agent is authorised and instructed by each Finance Party hereto (without any further consent, sanction authority or further confirmation from them) to enter into such* *documentation as is reasonably required by the Obligors' Agent or the Agent to make any such Conforming Covenant Changes and shall promptly enter into such documentation on the request and at the cost of the Obligors' Agent.*"

Tax:	As per the Precedent Bridge Facility Agreement, amended to reflect the terms and conditions customary for precedents of the Sponsor (or top tier sponsors more generally) and to take account of the jurisdiction of the SSN Borrower. It is acknowledged that the SSN Borrower and the Guarantors will not be required to gross up or indemnify an SSN Lender in respect of any cost or tax relating to FATCA or any bank levy. It is further acknowledged that any requirement to gross up or indemnify an SSN Lender in respect of tax shall be subject to exceptions customary for recent financings of the Sponsor (or top tier sponsors more generally).
Removal/Yank:	The SSN Bridge Facilities Agreement shall contain provisions customary for the Sponsor for replacing non-consenting SSN Lenders so long as SSN Lenders holding at least 50% of the aggregate amount of the loans and commitments under the SSN Bridge Facilities Agreement shall have consented thereto.
Non-Consenting SSN Lenders:	The commitments of any SSN Lender receiving any request by the SSN Borrower or any of its subsidiaries for any consent under the SSN Bridge Facilities Agreement (and any other credit, security and Intercreditor Agreement entered into from time to time by the Group in respect of the SSN Bridge Facilities) which does not vote on such request within ten Business Days (or such other period as the SSN Borrower may specify, with the consent of the SSN Bridge Agent, if less than ten Business Days), and within three Business Days with respect to a defaulting SSN Lender (or such other periods as the SSN Borrower may specify, with the consent of the SSN Bridge Agent, if less than three Business Days), of such request (at the election of the Company) will be excluded in determining whether that consent is granted with a corresponding reduction in the total commitments for the purposes of calculating the required level of SSN Lenders, that SSN Lender shall be deemed to have provided its consent to the relevant request and/or its status as an SSN Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of SSN Lenders has been obtained.
Expenses and indemnification:	As per the Precedent Bridge Facility Agreement, *mutatis mutandis*.
Governing Law and Forum:	English law will govern the SSN Bridge Facilities Agreement and each SSN Extended Term Loan, except that (i) the covenants and Events of Default and the related definitions will be interpreted in accordance with New York law and (ii) the SSN Exchange Notes will be governed by New York law.
Counsel to the SSN Bridge Agent and Arrangers:	Allen Overy Shearman Sterling LLP

EXHIBIT 1

SSN Exchange Notes Term Sheet

Issuer: Eagle Bidco Ltd (the "**SSN Issuer**").

Issue: Senior secured notes (the "**SSN Exchange Notes**").

Principal Amount: Up to the principal amount outstanding under the applicable SSN Bridge Facility.

Currency:

(i) Euro, in the case of the FRN (EUR) Exchange Notes and SSN (EUR) Exchange Notes;

(ii) Sterling, in the case of the SSN (GBP) Exchange Notes; and

(iii) U.S. dollars, in the case of the SSN (USD) Exchange Notes.

Documentation: The SSN Exchange Notes will be governed by an indenture (the form of which shall be agreed by the SSN Issuer and the trustee for the SSN Exchange Notes prior to the Conversion Date) having terms and conditions consistent with this Exhibit 1 and the Precedent SSN Indenture and taking into account the Market Terms and legal structure, the relative position in the capital structure and jurisdictions of the SSN Issuer, the Acquisition, the Target Group and the provisions of the Commitment Documents (the "**SSN Indenture**").

Purpose: The SSN Exchange Notes will be issued in exchange for cancellation of an equal principal amount of SSN Extended Term Loans on or after the Conversion Date (including any accrued and unpaid or capitalised interest).

Original Issue Discount: No original issue discount on the SSN Exchange Notes.

Maturity: Same as the SSN Extended Term Loans.

Interest Rate:

(i) same as the FRN (EUR) Extended Term Loans, in the case of the FRN (EUR) Exchange Notes;

(ii) same as the SSN (EUR) Extended Term Loans, in the case of the SSN (EUR) Exchange Notes;

(iii) same as the SSN (GBP) Extended Term Loans, in the case of the SSN (GBP) Exchange Notes; and

(iv) same as the SSN (USD) Extended Term Loans, in the case of the SSN (USD) Exchange Notes,

in each case, with such interest accruing from the most recent interest payment date in respect of the SSN Extended Term Loans or the SSN Exchange Notes, or from the Conversion Date, as the case may be.

Optional Redemption: The FRN (EUR) Exchange Notes (for the purposes of this section, the "**Floating Rate SSN Exchange Notes**") will be non-callable (subject to the exceptions set out in the paragraphs below) until the first anniversary of the Acquisition Closing Date. Prior to the first anniversary of the Acquisition Closing Date, each series of Floating Rate SSN Exchange Notes will be redeemable at the option of the SSN Issuer, in whole or in part, at any time upon not less than 10 days' nor more than 60 days' written notice at a price equal to 100% of the principal amount thereof plus accrued and unpaid interest owed on the principal amount of the Floating Rate SSN Exchange Notes being so redeemed to the date of repayment, plus a customary make-whole premium calculated based on the Bund rate subject to a zero floor, plus 50 basis points. Thereafter and until the second anniversary of the Acquisition Closing Date, each series of Floating Rate SSN Exchange Notes will be redeemable at a price equal to 101% of the principal amount thereof plus accrued and unpaid interest owed on the principal amount of the SSN Exchange Notes being so redeemed. On and from the second anniversary of the Acquisition Closing Date, each series of Floating Rate SSN Exchange Notes will be callable at par.

The SSN (EUR) Exchange Notes, SSN (GBP) Exchange Notes and SSN (USD) Exchange Notes (for the purposes of this section, the "**Fixed Rate SSN Exchange Notes**") will be non-callable (subject to the exceptions in the paragraphs below) until the third anniversary of the Acquisition Closing Date.

Each series of Fixed Rate SSN Exchange Notes will be redeemable at the option of the SSN Issuer, in whole or in part, at any time upon not less than 10 days' nor more than 60 days' written notice at a price equal to 100% of the principal amount thereof plus accrued and unpaid interest owed on the principal amount of the Fixed Rate SSN Exchange Notes being so redeemed to the date of repayment, plus (i) prior to the third anniversary of the Acquisition Closing Date, a customary make-whole premium calculated based on the applicable rate (being the treasury rate (in respect of SSN (USD) Exchange Notes), gilt rate (in respect of SSN (GBP) Exchange Notes) or bund rate (in respect of SSN (EUR) Exchange Notes)), subject to a zero floor plus 50 basis points during the three (3) years following the Acquisition Closing Date and (ii) thereafter, 50% of the per annum coupon on such principal amount in effect on such Fixed Rate SSN Exchange Notes, declining to 25% on the fourth anniversary of the Acquisition Closing Date and to zero on the fifth anniversary of the Acquisition Closing Date.

Prior to the third anniversary of the Acquisition Closing Date, the SSN Issuer may redeem up to 40% of the principal amount of each such series of SSN Exchange Notes with the proceeds of a qualifying (in a manner consistent with the Precedent SSN Indenture) equity offering within 180 days thereof at a prepayment price equal to 100% of the principal amount thereof plus a premium equal to the per annum applicable coupon on such series of SSN Exchange Notes plus accrued and unpaid interest owed on the principal amount of the SSN Exchange Notes being so redeemed, so long as 50% of the aggregate principal amount of such series of SSN Exchange Notes (measured as of the issue date) originally issued remains outstanding (unless all SSN Exchange Notes of such series are repaid substantially concurrently).

The SSN Exchange Notes will also contain tax redemption provisions consistent with the Precedent SSN Indenture, amended to reflect the terms and conditions customary for precedents of the Sponsor (or top tier sponsors more generally) (or any issuer with the same jurisdiction of tax residence as the SSN Issuer on behalf of the Sponsor or any such top tier sponsor) and to take account of the jurisdiction of the SSN Issuer.

Any SSN Exchange Notes issued to and held by the Arrangers or investors (including Underwriter affiliates) affiliated with an Arranger (other than any investment fund, proprietary investing, general-purpose lending or flow trading operation of an Arranger or its Affiliate that, in each case, (i) is engaged in the business of investing in, trading in, or managing debt obligations similar to those of the SSN Issuer, (ii) is managed and/or operated on a day to day basis separately from the business unit which has underwritten the SSN Debt Obligations and (iii) as applicable, is purchasing the SSN Exchange Notes in the ordinary course of their business as part of a regular distribution of the SSN Debt Obligations (an "**Asset Management Affiliate**")) shall be prepayable at the issue price plus accrued and unpaid interest owed on such principal amount of the SSN Exchange Notes for so long as such SSN Exchange Notes are held by them (other than by Asset Management Affiliates). The redemption provisions of the SSN Exchange Notes will provide, if applicable, for non-ratable voluntary redemptions of SSN Exchange Notes held by any Arranger (or Affiliates of any Arranger other than Asset Management Affiliates) at such prices for so long as such SSN Exchange Notes are held by them.

The optional redemption provisions will be otherwise consistent with the Precedent SSN Indenture.

Mandatory Redemption:	None.
Change of Control:	As per the Precedent SSN Indenture; **provided that**, for the avoidance of doubt, the "portability" feature shall be disapplied.
Ranking:	Same as the SSN Extended Term Loans.
Security and Guarantees:	Subject to the Agreed Security Principles, same as the SSN Extended Term Loans.
Modification:	As per the Precedent SSN Indenture.
Listing of SSN Exchange Notes:	The SSN Issuer shall use commercially reasonable efforts to list the SSN Exchange Notes on The International Stock Exchange or another non-EEA recognised stock exchange (as defined in the UK Income Tax Act of 2007) reasonably acceptable to the Arrangers and the SSN Issuer; **provided that** the SSN Bridge Facilities Agreement and the SSN Indenture will not include any covenant in respect thereof.
Registration Rights:	None.
Transfers:	The holders of the SSN Exchange Notes shall have the absolute and unconditional right to transfer the SSN Exchange Notes in accordance with applicable law.
Tax:	As per the Precedent SSN Indenture, as modified in accordance with the terms and conditions customary for precedents of the Sponsor (or top tier sponsors more generally) or any issuer with the same jurisdiction of tax residence as the SSN Issuer on behalf of the Sponsor (or any such top tier sponsor).
Affirmative Covenants:	The following affirmative covenants in a form consistent with the Precedent SSN Indenture, as amended in accordance with the terms of the Commitment Documents:

1. Payment of SSN Exchange Notes obligations.

2. Financial reporting; **provided that** the first annual report shall be due within 180 days after the end of the reporting entity's first fiscal year commencing after Acquisition Closing Date and within 150 days after the end of each of the reporting entity's subsequent fiscal years, and the first three quarterly reports shall be due within 90 days after the end of each of the reporting entity's first three fiscal quarters of each fiscal year (commencing with the third such financial quarter commencing after the Closing Date).

3. Delivery of once-yearly compliance certificates.

The SSN Indenture will also contain an investment grade release provision consistent with the equivalent provision as described in the Precedent SSN Indenture. For the avoidance of doubt, there shall be no financial maintenance covenant.

Negative Covenants:	As per the Precedent SSN Indenture as amended in accordance with the terms of the Commitment Documents, modified to reflect the relative position in the capital structure of the SSN Exchange Notes and the operational and strategic requirements of the Target Group in light of their size, industry, growth in the business, the Sponsor's strategy, practices and input from management of the Target and with the baskets, ratios and other terms set out in Schedule 1 (*Key Baskets and Thresholds*) to the Revolving Facilities Term Sheet or (where applicable) Section 6 (*Representations, Undertakings, Events of Default and Cancellation*) of the Revolving Facilities Term Sheet, **provided that** (i) from the date on which all SSN Lenders who are not SSN Declining Lenders have been repaid in full and/or the commitments of such SSN Lenders who are not SSN Declining Lenders have been cancelled in full (whether or not the Conversion Date has occurred), the covenants governing the SSN Exchange Notes will be no less favourable to the SSN Issuer than the covenants governing the SSN Permanent Securities or the securities issued in connection with an SSN Demand Financing (as applicable), and (ii) under no circumstances shall any such provisions be more restrictive than the comparable permission in the Revolving Facilities Agreement.
Events of Default:	As per the Precedent SSN Indenture. In no event shall the events of default be more extensive, restrictive or onerous than the events of default under the SSN Bridge Facilities or the Revolving Facility.
Governing Law:	New York.

APPENDIX D
Agreed Form Interim Facilities Agreement

EXECUTION VERSION

Date: ____________________ 2026

INTERIM FACILITIES AGREEMENT

Eagle Midco 3 Ltd
(as Topco)

Eagle Bidco Ltd
(as the Company)

arranged by

Barclays Bank PLC
Crédit Agricole Corporate and Investment Bank
Citibank, N.A., London Branch
Standard Chartered Bank
and
Lloyds Bank Plc
(as Arrangers)

with

Barclays Bank PLC
(as Interim Facility Agent)

and

Barclays Bank PLC
(as Interim Security Agent)

Paul, Weiss

Paul, Weiss, Rifkind, Wharton & Garrison LLP
20 Air Street
London W1B 5AN, U.K.

TABLE OF CONTENTS

Page

THIS AGREEMENT is made on ______________________ 2026 between:

(1) **EAGLE MIDCO 3 LTD**, a private company incorporated with limited liability in Jersey with registration number 161910, having its registered office at 15 Esplanade, St. Helier, JE1 1RB, Jersey ("**Topco**");

(2) **EAGLE BIDCO LTD,** a private company incorporated with limited liability in Jersey with registration number 161909, having its registered office at 15 Esplanade, St. Helier, JE1 1RB, Jersey (the "**Borrower**", the "**Guarantor**" and the "**Company**");

(3) **BARCLAYS BANK PLC, CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK, CITIBANK, N.A., LONDON BRANCH, STANDARD CHARTERED BANK, and LLOYDS BANK PLC** as mandated lead arrangers (the "**Arrangers**");

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

(5) **BARCLAYS BANK PLC** as agent of the other Interim Finance Parties (the "**Interim Facility Agent**"); and

(6) **BARCLAYS BANK PLC** 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.

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 FRN (EUR) Bridge Facility Commitments (the "**Interim FRN (EUR) Bridge Facility**") available to be utilised in Sterling or, following the redenomination in accordance with Clause 2.4 (*Redenomination of Interim Term Facilities*), euro;

(b) an interim term loan facility in an aggregate amount equal to the Total Interim SSN (EUR) Bridge Facility Commitments (the "**Interim SSN (EUR) Bridge Facility**") available to be utilised in Sterling or, following the redenomination in accordance with Clause 2.4 (*Redenomination of Interim Term Facilities*), euro;

(c) an interim term loan facility in an aggregate amount equal to the Total Interim SSN (GBP) Bridge Facility Commitments (the "**Interim SSN (GBP) Bridge Facility**") available to be utilised in Sterling;

(d) an interim term loan facility in an aggregate amount equal to the Total Interim SSN (USD) Bridge Facility Commitments (the "**Interim SSN (USD) Bridge Facility**") available to be utilised in Sterling or, following the redenomination in accordance with Clause 2.4 (*Redenomination of Interim Term Facilities*), US Dollars; and

(e) an interim multi-currency revolving facility in an aggregate amount equal to the Total Interim Revolving Facility Commitments (the "**Interim Revolving Facility**") available to be utilised in 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 each Interim Term Facility will 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 prior written notice to the Interim Facility Agent, at any time immediately cancel any undrawn amount of any Interim Facility.

2.4 Redenomination of Interim Term Facilities

(a) On each Redenomination Date:

(i) each Interim Lender under each applicable Interim Term Facility shall fund their participation in the applicable Interim Term Loan(s) requested by the Company in GBP; and

(ii) immediately following the funding of that Interim Term Loan (as applicable):

(A) the funded portion of that Interim Lender's Interim FRN (EUR) Bridge Facility Commitments and corresponding participations shall be automatically redenominated from GBP into EUR at the applicable Relevant Rate of Exchange;

(B) the funded portion of that Interim Lender's Interim SSN (EUR) Bridge Facility Commitments and corresponding participations shall be automatically redenominated from GBP into EUR at the applicable Relevant Rate of Exchange; and

(C) the funded portion of that Interim Lender's Interim SSN (USD) Bridge Facility Commitments and corresponding participations shall be automatically redenominated from GBP into US Dollars at the applicable Relevant Rate of Exchange.

(b) By no later than 2.00 p.m. on each Redenomination Date, the Interim Facility Agent will notify the Company and each Interim Lender under the applicable Interim Term Facilities in writing of:

(i) the applicable Relevant Rate of Exchange;

(ii) the amount of (as applicable):

(A) Interim FRN (EUR) Bridge Facility Commitments redenominated into EUR pursuant to paragraph (a)(ii)(A) above as at such Redenomination Date in EUR;

(B) Interim SSN (EUR) Bridge Facility Commitments redenominated into EUR pursuant to paragraph (a)(ii)(B) above as at such Redenomination Date in EUR; and

(C) the Interim SSN (USD) Bridge Facility Commitments redenominated into US Dollars pursuant to paragraph (a)(ii)(C)above as at such Redenomination Date in US Dollars; and

(iii) each applicable Interim Lender's participation in EUR or US Dollars (as applicable) under each Interim Loan under Interim FRN (EUR) Bridge Facility, the Interim SSN (EUR) Bridge Facility and the Interim SSN (USD) Bridge Facility which has been redenominated pursuant to paragraph (a)(ii) above.

(c) For the avoidance of doubt:

(i) each of the Interim FRN (EUR) Bridge Facility, the Interim SSN (EUR) Bridge Facility and the Interim SSN (USD) Bridge Facility shall be utilised in GBP and only be redenominated into EUR or US Dollars (as applicable) in accordance with paragraph (a) above on the applicable Redenomination Date;

(ii) on and from each Redenomination Date (as applicable), any amount payable in respect of:

(A) the applicable commitments and participations under the Interim FRN (EUR) Bridge Facility and the Interim SSN (EUR) Bridge Facility which have been redenominated pursuant to paragraph (a)(ii) above shall be payable in EUR; and

(B) the applicable commitments and participations under the Interim SSN (USD) Bridge Facility which have been redenominated pursuant to paragraph (a)(ii) above shall be payable in US Dollars,

provided that, for the purposes of Clause 8 (*Interest*), the Interim Facility Agent shall deem any utilisation of the Interim FRN (EUR) Bridge Facility, the Interim SSN (EUR) Bridge Facility and the Interim SSN (USD) Bridge Facility made in GBP to have been an Interim Utilisation made in EUR or US Dollars (as applicable) and no interest shall have accrued in respect of such Interim Utilisations in GBP; and

(iii) on and from each Redenomination Date, references to (as applicable) "*Interim FRN (EUR) Bridge Facility Commitments*", "*Interim SSN (EUR) Bridge Facility Commitments*", "*Interim SSN (USD) Bridge Facility Commitments*", "*Total Interim FRN (EUR) Bridge Facility Commitments*", "*Total Interim SSN (EUR) Bridge Facility Commitments*" and "*Total Interim SSN (USD) Bridge Facility Commitments*" shall be the EUR or US Dollar amount of such Interim Facility Commitments as redenominated in accordance with paragraph (a)(ii) above.

3. THE MAKING OF THE INTERIM UTILISATIONS

3.1 Conditions Precedent

(a) It is expressly acknowledged and agreed that as at the date of this Agreement, the Interim Facility Agent has received all of the documents and evidence referred to in Part I

(*Conditions Precedent to Signing*) of Schedule 3 (*Conditions Precedent*), and that these conditions precedent to the making of any Interim Utilisation are irrevocably and unconditionally satisfied.

(b) 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 Part II (*Conditions Precedent to Interim Closing Date*) of Schedule 3 (*Conditions Precedent*);

(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.

(c) 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 (b)(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 cancellation, set-off, recission or counterclaim or similar right in respect of any Interim Utilisation or Interim Facility Commitment or any other payment or other amount under any Interim Finance Document;

(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) exercise any right or remedy or take any other action or make or enforce any claim which would directly or indirectly prevent or limit the making of an Interim Utilisation; 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 (b)(ii) and (b)(iii) (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 (b)(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) including by way of on-lending to any member of the Group and/or the Target Group and, for the avoidance of doubt, including drawing the proceeds thereof onto the balance sheet to fund such items and/or the Target Group and, for the avoidance of doubt, including drawing the proceeds thereof onto the balance sheet to fund such items:

(i) financing or refinancing consideration and any other amounts paid or payable for or any cash collateral required to be provided in relation to any Target Shares pursuant to the Acquisition and/or any acquisition of treasury shares (including the repayment or prepayment of any Revolving Facility Loan and any accrued interest or other amounts payable (including any distribution made or to be made by the Target) in connection therewith and any acquisition of Target Shares to be acquired after the Acquisition Closing Date pursuant to a Squeeze-Out);

(ii) financing or refinancing any payments to shareholders of the Target pursuant to or in connection with the Acquisition and/or any acquisition of treasury shares, together with related fees, costs and expenses;

(iii) refinancing, replacing, cash collateralizing, back stopping or otherwise discharging or defeasing indebtedness of the Target Group (the "**Existing Indebtedness**") and paying any breakage costs, redemption premium, make-whole costs and other fees, costs and expenses payable in connection with such refinancing, cash collateralizing, back stopping and/or discharge or defeasance of the Existing Indebtedness (the "**Refinancing**");

(iv) 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 and/or the Refinancing;

(v) any other purpose contemplated by the Funds Flow Statement or the Tax Structure Memorandum; and/or

(vi) maintaining cash overfunding and the general corporate and/or working capital purposes of the Group including, without limitation, the funding or refinancing of capital expenditure, restructuring costs, acquisitions, investments, joint ventures, operational restructuring and reorganisation requirements of the Group, and any related fees, costs, expenses, liabilities, taxes (including stamp duty) (including, without limitation, any purpose set out in paragraph (b) below),

each such purpose set out in paragraphs (i) to (vi) above being a "**SSN Bridge Facility Purpose**".

(b) The proceeds of the Interim Revolving Facility Loans are to be applied in or towards (directly or indirectly) including drawing the proceeds thereof onto the balance sheet to fund such items) financing or refinancing working capital and general corporate purposes, including, without limitation:

(i) any SSN Bridge Facility Purpose;

(ii) backstopping or providing cash cover in respect of any existing ancillary facilities, guarantees, indemnities, letters of credit, revolving, working capital or local facilities or other arrangements of the Target Group (if applicable) and financing or refinancing any other transactions contemplated by the Transactions;

(iii) the funding of acquisitions and investments (including refinancing, replacing, cash-collateralising or back-stopping target indebtedness, net working capital adjustments, bridging to any target cash at completion and/or funding any consideration into an escrow account and/or any interest payments, purchase price adjustments or earn out or other deferred consideration arrangements);

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

(v) any other purpose contemplated by the Funds Flow Statement or the Tax Structure Memorandum or otherwise in connection with the Transaction,

in each case, together with related fees, costs and expenses (and including, for the avoidance of doubt, as cash overfunding).

(c) The Borrower shall be entitled to advance, contribute, on-lend and/or otherwise make available (including by way of drawing such proceeds onto balance sheet for funding any purpose set out above) 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 shall 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

(a) Notwithstanding any other term of this Agreement or any other Interim Finance Document:

(i) none of the steps or events set out in, or reorganisations specified in or expressly contemplated by, the Tax Structure Memorandum (other than any "*exit*" steps described therein) or the Transaction Documents (or, in each case, the actions or intermediate steps necessary to implement any of those steps, actions or events)

(ii) no Permitted Transaction; and

(iii) none of the actions permitted under the Existing Indebtedness,

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 Tax Structure Memorandum or the Funds Flow Statement.

(b) prior to the Control Date:

(i) where the Company undertakes to procure compliance by members of the Target Group to any term of the Interim Finance Documents or where any term of the Interim Finance Documents is expressed directly or indirectly to apply to a member of the Target Group, such term, undertaking or requirement will be subject to all limitations and restrictions on the influence the Company may exercise as an indirect shareholder of the Target (or the access it has to the relevant information in such capacity, as applicable) in accordance with any Applicable Securities Law (including the rights and interests of minority shareholders of the Target and the corporate governance rules applicable to the Target Group) (and, for the avoidance of doubt, no breach of any such term, undertaking or requirement shall occur if having exercised all such influence, the relevant term, undertaking or requirement is nevertheless breached); and

(ii) no representations or undertakings shall be, in each case, given or deemed to be given by or apply to a member of the Target Group.

4. OBLIGORS' AGENT

(a) Each Obligor (other than the Company) and Topco, 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 Topco notwithstanding that they may affect that Obligor or Topco, without further reference to or the consent of that Obligor or Topco (including, by increasing the obligations of such Obligor or Topco 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 pursuant to the Interim Finance Documents to the Obligors' Agent,

and in each case the Obligor or Topco shall be bound as though the Obligor or Topco 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 Topco.

(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 Topco or in connection with any Interim Finance Document (whether or not known to any other Obligor or Topco and whether occurring before or after such other Obligor became an Obligor under any Interim Finance Document) shall be binding for all purposes on that Obligor or Topco as if that Obligor or Topco 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 Topco, 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 Topco expressly confirms that the Obligors' Agent is authorised to confirm such guarantee and/or Interim Security on behalf of such Obligor and Topco.

(d) For the purpose of this Clause 4, each Obligor and Topco 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 (other than in the case of any Drawdown Request given in respect of the Interim Closing Date, which may be conditioned upon the consummation of the Acquisition).

(b) The latest time for receipt by the Interim Facility Agent of a duly completed Drawdown Request is:

(i) in respect of an Interim Loan denominated in (or to be redenominated into) euro, Sterling or US Dollars, 10.00 a.m. on the date falling 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), 11.30 a.m. on the date falling three (3) 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 under each Interim Term Facility may be outstanding at any time.

(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 relevant Base Currency of that Interim Term Loan does not exceed the Total Interim Facility Commitments in respect of the applicable Interim Term Facility; and

(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 Utilisations 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

(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 applicable 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 Loan may only be denominated in the currency or currencies in which the applicable Interim Facility is stated to be available under Clause 2.1 (*The Interim Facilities*) above, unless otherwise agreed in writing by all the Interim Lenders under the applicable Interim Facility.

(f) 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:

(A) (if the Acquisition is being effected by way of a Scheme) ninety (90) days after the Interim Closing Date; or

(B) (if the Acquisition is being effected by way of an Offer) ninety (90) days after the last day of the Certain Funds Period,

(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 Super 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) Subject to paragraph (i) below, each Borrower must repay or cancel (or procure the repayment or cancellation of) 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) or undrawn Interim Facility Commitments (as applicable) on the date of receipt by such Borrower (or any direct or indirect Holding Company of such Borrower) of the proceeds from the first utilisation of the relevant facility (and the corresponding tranche thereof) made under the applicable Long-term Financing Agreement which corresponds to the applicable Interim Facilities (but for the avoidance of doubt, if applicable, only following release of such proceeds from any escrow arrangement), to the extent of such proceeds. In addition and subject to paragraph (h) below, each Borrower must repay each outstanding Interim Revolving Facility Loan made to it on the last day of its Interest Period. For the avoidance of doubt, no Interim Facility Commitments shall be cancelled during the Certain Funds Period solely as a result of a Long-term Financing Agreement being entered into.

(c) 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.

(d) 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 Super Majority Interim Lenders.

(e) 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 Super 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.

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

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

(h) Without prejudice to the Borrower's obligation under paragraph (b) 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.

(i) 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 in respect of an Interim Term Rate 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 in respect of an Interim Compounded Rate Loan in a Compounded Rate Currency, 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 at 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 Term Rate Loans

The rate of interest on each Interim Term Rate 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 Compounded Rate Loans

(a) In relation to a Compounded Rate Currency, the rate of interest on each Interim Compounded Rate Loan for that Compounded Rate Currency for any day during an Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(i) Margin; and

(ii) Compounded Reference Rate for that day for that Compounded Rate Currency.

(b) If any day during an Interest Period for an Interim Compounded Rate Loan in a Compounded Rate Currency is not an applicable RFR Banking Day in relation thereto, the rate of interest on that Interim Compounded Rate 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) if the Interim Loan is not in a Compounded Rate Currency, one (1), two (2), three (3) or four (4) weeks, sixty (60) days, ninety (90) days or any other period ending on the Final Repayment Date;

(ii) if the Interim Loan is in a Compounded Rate Currency, the Interest Period specified in respect of that currency in the applicable 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 a Compounded Rate Currency, the period specified in respect of that currency in the applicable 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 Term Rate Loan, or (ii) with respect to any Interim Compounded Rate Loan, if later, on the date falling three (3) 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 a Compounded Rate Currency and there are rules specified as "*Business Day Conventions*" for that currency in the applicable 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 Term Loan other than on the last day of its Interest Period the Borrower will pay the Interim Finance Parties promptly following demand their break costs (if any). 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 Term 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 Market for a period starting on the Business Day following receipt and ending on the last day of the relevant Interest Period.

(i) For the avoidance of doubt, Break Costs shall not apply to any Interim Compounded Rate Loan or an Interim USD Term Rate Loan.

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 360 day year in the case of euro-denominated Interim Loans and a year of 365 days in the case of Sterling-denominated Interim Loans and USD-denominated Interim Loans (or, where practice in the Relevant 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 two (2) decimal places.

(c) The Interim Facility Agent shall promptly notify each relevant Party of the determination of a rate of interest under this Agreement.

(d) 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 relevant 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 Compounded Rate Loan; and

(iii) the relevant Interim Lenders, the relevant Borrower and the Company 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 relevant Borrower may reasonably request in relation to the calculation of such rate and amount or the determination of that Compounded Rate Interest Payment), in each case taking into account the capabilities of any software which the Interim Facility Agent uses to provide such information.

(e) This Clause 8.5 shall not require the Interim Facility Agent to make any notification to any Party on a day which is not a Business Day.

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 "*EURIBOR*", "*Term SOFR*"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 the Company (as applicable) thereof, then the 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 (I) in respect of any Interim Term Rate Loan, 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 and (II) in respect of any Interim Compounded Rate Loan, would end after the Trigger Date for the currency of such Interim Loan shall, in each case (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 Market.

(c) Notwithstanding the definitions of "*EURIBOR*", "*Term SOFR*" 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 which may be given, withheld, conditioned or delayed (in its sole and absolute discretion) and shall not, under any circumstances, be deemed given 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 (if applicable) 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 or other rate used to calculate any Benchmark Rate means the earliest of:

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

(ii) the date upon which the supervisor of the administrator of that Screen Rate or other rate publicly announces that such Screen Rate or other 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 (Brussels time) in the case of any Interim Term Rate 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 Term Rate Loan (other than an Interim USD Term Rate 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 Term Rate Loan denominated in euro) on the Rate Fixing Day; or

(b) before close of business in London 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 Market generally the cost to those Interim Lenders of obtaining matching deposits in the Relevant 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**"). For the avoidance of doubt, this Clause 9.2 shall not apply to any Interim Compounded Rate Loan or Interim USD Term Rate Loan.

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) Each Obligor must make all payments under the Interim Finance Documents without any Tax Deduction, unless a Tax Deduction is required by law.

(b) If the Obligors' Agent, an Issuing Bank or an Interim Lender becomes aware that an Obligor 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 accordingly. If the Interim Facility Agent receives such notification from an Interim Lender or Issuing Bank it shall promptly notify the Obligors' Agent and (if different) the relevant Obligor. If the Interim Facility Agent receives such notification from the Obligors' Agent it shall promptly notify the relevant Interim Lender or Issuing Bank.

(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 any such notification from an Interim Lender it shall promptly notify the relevant Obligor and the Obligors' Agent. Without prejudice to the foregoing, each Interim Lender shall promptly provide to the Interim Facility Agent (if requested by the Interim Facility Agent):

(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,

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

(d) Subject to the limitations and exclusions herein, if any Tax Deduction is required by law to be made by an Obligor from any payment under an Interim Finance Document:

(i) the amount of the payment due from that Obligor under an Interim Finance Document 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 relevant Obligor 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 and in good faith) that such Tax Deduction has been made or (as applicable) any appropriate payment has been made to the relevant

Tax Authority, **provided that** the relevant Obligor will not be in breach of this sub-paragraph (C) if it delivers such evidence as soon as reasonably practicable after the expiry of such period.

(e)

(i) Subject to sub-paragraph (ii) below, each Interim Lender shall co-operate with each Obligor that makes a payment to that Interim Lender in completing, or assisting with the completion of, all procedural formalities and the provision of such information as, in each case, is necessary for that Obligor to obtain authorisation to make a payment either without a Tax Deduction or, where a payment cannot be made without a Tax Deduction, with a reduced Tax Deduction, and maintain or promptly re-obtain that authorisation where an authorisation expires or otherwise ceases to have effect.

(ii)

(A) An Interim Lender which is an Interim Lender as at the date of this Agreement and that holds a passport under the HMRC DTTP 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 Original Interim Lenders*); and

(B) An Interim Lender which becomes a Party as Interim Lender after the date of this Agreement and that holds a passport under the HMRC DTTP 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 Interim Lender shall be under no obligation pursuant to paragraph (i) above in relation to any Borrower making a payment to that Interim Lender.

(f) If an Interim Lender has confirmed its scheme reference number and its jurisdiction of tax residence in accordance with paragraph (e)(ii) above and:

(i) a Borrower making a payment to that Interim Lender has not made a Borrower DTTP Filing in respect of that Interim Lender; or

(ii) a Borrower making a payment to that Interim Lender has made a Borrower DTTP Filing in respect of that Interim Lender but:

(A) that Borrower DTTP Filing has been rejected by HMRC; or

(B) that Interim Lender's HMRC DTTP Scheme reference number has been withdrawn or has expired; or

(C) HMRC gave but subsequently withdrew authority for the Borrower 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); or

(D) HMRC has not given the Borrower authority to make payments to that Interim Lender without a Tax Deduction within 30 Business Days of the date of the Borrower DTTP Filing, and in each case, the Borrower has notified that Interim Lender in writing, that Interim Lender and the Borrower shall co-operate in completing any additional procedural formalities necessary for the Borrower to obtain authorisation to make that payment without a Tax Deduction imposed by the UK.

(g) If an Interim Lender has not confirmed its scheme reference number and jurisdiction of tax residence in accordance with paragraph (e)(ii) above, no Obligor shall make a Borrower DTTP Filing or file any other form relating to the HMRC DTTP Scheme in respect of that Interim Lender's Commitment(s) or its participation in any Interim Utilisation unless the Interim Lender otherwise agrees.

(h) A Borrower shall, promptly on making a Borrower DTTP Filing, deliver a copy of that Borrower DTTP Filing to the Interim Facility Agent for delivery to the relevant Interim Lender.

(i) A UK Non-Bank Lender which becomes a Party on the day on which this Agreement is entered into gives a Tax Confirmation to the Company by entering into this Agreement.

(j) A UK Non-Bank 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.

(k) A Guarantor will not be obliged to make a payment or increased payment pursuant to this Clause 10.1 with respect to a payment by it of a liability due for payment by a Borrower to the extent that, had the payment been made by that Borrower, that Borrower would not have been obliged to make a payment or increased payment pursuant to this Clause 10.1 because an exclusion under Clause 10.2 applied.

(l) Any Interim Lender which enters into any sub-participation or other risk sharing arrangement shall not be entitled to receive payments under this Clause 10 with reference to any interest paid on the sub-participated commitment in excess of: (i) the payment such Interim Lender would have received if it had not entered into such sub-participation; or (ii) for an amount equivalent to the payment which would have been due to the sub-participant under this Clause 10 had the sub-participant been an Interim Lender, if lower.

(m) If:

(i) a Tax Deduction should have been made or made at a higher rate in respect of a payment made by or on account of an Obligor (such payor being the "**Relevant Obligor**") to an Interim Lender, an Issuing Bank or the Interim Facility Agent under an Interim Finance Document but was not so made; and

(ii) the Relevant Obligor would not have been required to make an increased payment under paragraph (d) above in respect of that Tax Deduction;

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 to promptly upon a request by that Relevant Obligor (or the Agent) reimburse that Relevant Obligor for the amount of the Tax Deduction that should have been made but was not so made. To the extent that the Relevant Obligor or any member of the Group is required to pay or otherwise incurs any penalty, interest and/or expenses in connection with any failure to account for or any delay in accounting for such Tax Deduction or any failure to make or delay in making any related filing, in each case, in circumstances where either:

(A) the Relevant Obligor (or the Interim Facility Agent, if it is the applicable withholding agent) was unaware, and could not reasonably be expected to have been aware, that such Tax Deduction was required and as a result did not make the Tax Deduction or made a Tax Deduction at a reduced rate;

(B) in reliance on the notifications and confirmations provided pursuant to Clause 10.6 or a Tax Confirmation, the Relevant Obligor (or the Interim Facility Agent, if it is the applicable withholding agent) did not make such Tax Deduction or made a Tax Deduction at a reduced rate; or

(C) any Interim Finance Party has not complied with its obligations under paragraph (b) or (c) or (j) above and as a result the Relevant Obligor (or the Interim Facility Agent, if it is the applicable withholding agent) did not make the Tax Deduction or made such Tax Deduction at a reduced rate;

then the Interim Lender that received the payment in respect of which the relevant Tax Deduction should have been made or made at a higher rate undertakes (upon the request of that Relevant Obligor) (or the Interim Facility Agent) to promptly reimburse that Relevant Obligor (or the relevant Group Company, as applicable) for the amount of such penalty, interest and expenses. Any Group Company shall be entitled to set-off any amount or payment due from an Interim Lender pursuant to this paragraph (m) against any amount or payment owed by a Group Company (and, in the event of any such set-off by a Group Company, for the purposes of the Interim Finance Documents, the Interim Facility Agent or, as the case may be, the Interim Security Agent shall treat such set-off as reducing only amounts due to the relevant Interim Lender).

10.2 Exceptions from gross-up

(a) No Obligor is required to make any increased payment to an Interim Lender under Clause 10.1 (*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 such 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); or

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

(A) an officer of HMRC 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 Obligor making the payment or from Topco a certified copy of that Direction; and

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

(iii) the relevant Interim Lender is a Qualifying Interim Lender solely 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 imposed by the UK 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 relevant Interim Lender is a UK Treaty Interim Lender and the payment could have been made to the Interim Lender without the Tax Deduction imposed by the UK had that Interim Lender complied with its obligations under paragraphs (e) and (f) of Clause 10.1 (*Gross-up*).

10.3 Tax indemnity

(a) The Obligors' Agent shall (or shall procure that another Group Company will) (within the later of (i) ten (10) Business Days of written demand by the Interim Facility Agent and (ii) five (5) Business Days before the relevant loss, liability or cost will be suffered) pay (or procure there is paid) 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) will be or has been suffered for or on account of Tax by that Interim Finance Party in relation to a payment received or receivable from an Obligor 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 any political subdivision thereof) in which:

(A) that Interim Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) 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 attributable or allocable 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 by reference to net worth or if that Tax is considered a franchise Tax (imposed in lieu of net income Tax) or a branch profits or similar Tax; or

(ii) if and to the extent that a loss, liability or cost:

(A) is compensated for by an increased payment of an amount under Clause 10.1 (*Gross-up*);

(B) would have been compensated for by payment of an increased amount under Clause 10.1 (*Gross-up*) but was not so compensated because any of the exclusions in Clause 10.2 (*Exceptions from gross-up*) applied;

(C) is suffered or incurred by an Interim Lender and would not have been suffered or incurred if such Interim Lender had been a Qualifying Interim Lender in relation to the relevant Obligor 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;

(D) is compensated for by payment of an amount under Clause 10.7 (*Stamp Taxes*) or Clause 10.8 (*Value added taxes*) or would have been compensated for by payment of an increased amount under such Clauses but was not so compensated because any of the exclusions in such Clauses applied;

(E) is suffered or incurred by an Interim Lender as a result of such Interim Lender's failure to comply with its obligations under Clause 10.5 (*Filings*) or 10.6 (*Interim Lender Status Confirmation*);

(F) (for the avoidance of doubt) is suffered or incurred as a result of Pillar Two (or any payment attributable to, or liability arising as a consequence of, Pillar Two);

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

(H) (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); or

(I) relates to a FATCA Deduction or US federal backup withholding required to be made by a party.

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

(d) An Interim Finance Party shall, on receiving a payment from an Obligor under this Clause 10.3, notify the Interim Facility Agent.

10.4 Tax Credit

(a) If an Obligor makes a Tax Payment and an Interim Finance Party determines (acting reasonably and in good faith) that it (or one of its Affiliates) has, either on a standalone or an affiliated basis, received and utilised a Tax Credit or similar Tax benefit attributable either to an increased payment of which that Tax Payment forms part, to that Tax Payment or to the Tax or Tax Deduction in consequence of which that Tax Payment was required (and such Interim Finance Party shall use commercially reasonable endeavours to promptly obtain and utilise any such Tax Credit or similar Tax benefit), that Interim Finance Party and/or the applicable Affiliate shall pay to that Obligor within five (5) Business Days upon the utilisation of any Tax Credit or similar Tax benefit an amount which that Interim Finance Party determines (acting reasonably and in good faith), providing such evidence to the Obligor in respect of such amounts as the Obligor may reasonably request in writing, will leave such Interim Finance Party or Affiliate (after that payment by it) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made.

(b) The provisions of paragraph (a) above shall remain binding on each person which has received a Tax Payment notwithstanding that such person may have ceased to be a party to this Agreement.

10.5 Filings

Each Interim Lender shall promptly after becoming an Interim Lender under this Agreement and from time to time thereafter submit such forms and documents, complete such other procedural formalities and take such other action as may be necessary (at any time) for each Obligor to obtain and maintain authorisation (at all times) to make payment to it under this Agreement without having to make a Tax Deduction (or, where it is not legally possible to obtain authorisation to make payment without a Tax Deduction, with the smallest Tax Deduction permitted by law).

10.6 Interim Lender Status Confirmation

(a) Each Interim Lender which must complete procedural formalities in order to receive payments under this Agreement without a Tax Deduction being imposed or with a minimum Tax Deduction under applicable law, shall notify the Interim Facility Agent and the relevant Obligor promptly on completion of all such formalities (**provided that**, if a Treaty Interim Lender has confirmed its scheme reference number and its jurisdiction of tax residence in accordance with paragraph (e) of Clause 10.1 (*Gross-up*), it shall be under no obligation pursuant to this paragraph (a).

(b) Each Original Interim Lender shall confirm in Schedule 11 (*The Original Interim Lenders*) which of the following categories it falls in:

(A) not a Qualifying Interim Lender;

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

(C) a Qualifying Interim Lender by virtue of being a Treaty Interim Lender (on the assumption that all procedural formalities have been completed).

(c) Each Interim Lender which becomes a Party after the date of this Agreement shall indicate, in the Transfer Certificate, Assignment Agreement or Increase Confirmation which it executes on becoming a Party as an Interim Lender 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 Qualifying Interim Lender by virtue of being a Treaty Interim Lender (on the assumption that all procedural formalities have been completed).

(d) If an Interim Lender fails to indicate its status in accordance with this Clause 10.6 then such Interim Lender or Increase Lender (as applicable) shall be treated for the purposes of this Agreement (including by each Obligor) 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 promptly inform the Obligors' Agent).

(e) For the avoidance of doubt, a Transfer Certificate, Assignment Agreement or Increase Confirmation shall not be invalidated by any failure of an Interim Lender to comply with this Clause 10.6.

10.7 Stamp Taxes

The Obligors' Agent shall pay (or shall procure payment) (within the later of (i) ten (10) Business Days of written demand by the Interim Facility Agent and (ii) five (5) Business Days before the relevant cost, loss or liability will be suffered) and indemnify each Interim Finance Party against any material losses, costs and liabilities which that Interim Finance Party incurs in relation to any stamp duty, registration or other similar transfer Taxes payable in respect of any Interim Finance Document except for:

(a) (for the avoidance of doubt) any stamp duty, registration, documentary or other similar transfer Taxes payable in respect of any transfer, assignment, sub-participation, novation or other disposal of an Interim Finance Party's rights or obligations (or part thereof) under an Interim Finance Document; or

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

10.8 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, except where an Interim Finance Party has exercised an option to treat any such supply or supplies as subject to VAT, in which case all amounts payable in respect of such supply or supplies shall be inclusive of VAT to the extent such VAT arises as a result of the exercising of such option.

(b) Subject to paragraph (a) above and paragraph (c) 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; (i) if 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 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); or (ii) if such party is required to directly account for such VAT under the reverse charge procedure provided for by article 44 of the Council Directive 2006/112/EC or section 7A of the United Kingdom Value Added Tax Act 1994, in each case as amended, or any relevant VAT provisions of the jurisdiction in which such party received such supply, then such party shall account for the VAT at the appropriate rate (and the relevant Interim Finance Party must promptly provide an appropriate VAT invoice to such party stating that the amount is charged in respect of a supply that is subject to VAT but that the reverse charge procedure applies).

(c) Subject to paragraph (a) above, 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 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.

(d) 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 determines (acting reasonably and in good faith) 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.

(e) Any reference in Clause 10.8 to any party shall, at any time when such party is treated as a member of a group or unity (or fiscal unity) 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 or any other similar provision in any jurisdiction which is not a Member State)) (including, for the avoidance of doubt, in accordance with section 43 of the United Kingdom Value Added Tax Act 1994) 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).

(f) 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.

10.9 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 paragraphs (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.

10.10 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 Obligors' Agent 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 ten (10) 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 already compensated for by a payment under Clause 10 (*Taxes*) (or would have been so compensated but for an exclusion in Clauses 10.2 (*Exceptions from gross-up*), 10.3 (*Tax indemnity*), 10.7 (*Stamp Taxes*) or 10.8 (*Value added taxes*));

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

(iii) attributable to a Tax Deduction required by law to be made by an Obligor;

(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) attributable to a change (whether of basis, timing or otherwise) in the Tax on the overall net income of the Interim Finance Party (or any Affiliate of it) or of the branch or office through which it participates in any Interim Loan;

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

(viii) (for the avoidance of doubt) suffered or incurred as a result of Pillar Two (or any payment attributable to, or liability arising as a consequence of, Pillar Two);

(ix) attributable to a FATCA Deduction or US federal backup withholding required to be made by a Party; or

(x) not notified to the Obligors' Agent in accordance with paragraph 11.1(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 (each as amended, supplemented or restated)

(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 (as amended, supplemented or restated); 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 ten (10) 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 after the date of this Agreement (or if later, the date the relevant Interim Lender became a Party) 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 and US Dollars, 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 and US Dollars, London).

(c) Following the expiry of the Certain Funds Period, 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 10.1 (*Gross-up*), 10.3 (*Tax indemnity*) 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 paragraph (f) of Clause 10.1 (*Gross-up*), 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 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 proceeds

(a) If the Interim Facility 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 shall apply that payment towards the obligations of such Obligor under the Interim Finance Documents in the following order:

(i) *first*, in payment pro rata of any fees, costs and expenses of the Agents and the Arrangers due but unpaid;

(ii) *second*, in payment pro rata of any fees, costs and expenses of the Interim Lenders due but unpaid;

(iii) *third*, in payment pro rata (and pari passu) of any accrued interest in respect of the Interim Facilities due but unpaid;

(iv) *fourth*, in payment pro rata (and pari passu) of any principal due but unpaid under the Interim Facilities and any amount due but unpaid under paragraph 7 (*Indemnities*) of Schedule 9 (*Bank Guarantees*);

(v) *fifth*, in payment pro rata of any other amounts due but unpaid under the Interim Finance Documents; and

(vi) the balance, if any, in payment to the relevant Obligor.

(b) The Interim Facility Agent shall:

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

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

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

(d) Any amount recovered under the Interim Security Documents or otherwise in connection with the realisation or enforcement of all or any part of the Interim Security will be paid to the Interim Facility Agent to be applied as set out in paragraph (a) above.

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).

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 GBP computed at the rate of thirty (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 in respect of the Interim Revolving Facility 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 pay (or procure there is paid) to the Interim Finance Parties' fees in accordance with the Fee Letters and the Interim Agency Fee Letters.

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, transfer Taxes or other amounts relating to or arising in connection with that assignment or transfer (including any amounts relating to the registration, perfection or amendment of the Interim Security Documents).

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 10.3 (*Tax indemnity*) or paragraph (b) of Clause 11.1 (*Increased Costs*).

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 Investors).

(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, the Equity Investors, Topco, 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.

14.6 Limitations

Notwithstanding anything to the contrary in this Agreement, if any demand is made against the Obligors' Agent or any other Group Company pursuant to this Clause 14 prior to the Interim Closing Date, the Obligors' Agent (or applicable Group Company) will only be required to indemnify the applicable claimant within ten (10) Business Days of the earlier of (i) the Interim Closing Date and (ii) the expiry of the Certain Funds Period.

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 proceeds*).

(b) If paragraph (a) above applies, Topco 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 proceeds*); 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 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 Topco to, 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 Topco;

(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.

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 Majority Interim Lenders 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 Majority Interim Lenders 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;

(ii) the Interim Liabilities are repaid in full; or

(iii) the Total Interim Facility Commitments are cancelled in full,

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

(b) Subject to paragraph (c) below, 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 Topco or any Subsidiary of that Obligor or Topco, 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, 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 (a) above, the net cash proceeds of the disposal must be paid, or distributed, to the Interim Facility Agent for application in accordance with Clause 12.7 (*Application of proceeds*) as if those proceeds were the proceeds of an enforcement of the Interim Security.

(g) If the Majority Interim Lenders instruct the Interim Security Agent to effect any of the releases or disposals in circumstances permitted under paragraph (b) above, each Interim Finance Party, Topco 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 Topco 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 Parallel Debt

(a) Subject to the limitations set out in each guarantee and notwithstanding any other provision of this Agreement, each Obligor hereby irrevocably and unconditionally undertakes (such undertaking and the obligations and liabilities which are a result thereof, hereinafter referred to as its "**Parallel Debt**") to pay to the Interim Security Agent, as creditor in its own right and not as representative or trustee of the other Interim Finance Parties, sums equal to and in the currency of each amount payable by that Obligor to each of the other Interim Finance Parties under each of the Interim Finance Documents (the "**Corresponding Debt**") as and when that amount falls due for payment under the relevant Interim Finance Document.

(b) The Interim Security Agent shall hold the claims against the Obligors under the parallel debt structure in this Clause 16.8 in accordance with Clause 18.10 (*Role of the Interim Security Agent*). The Interim Security Agent shall distribute any amount received under the Parallel Debt in this Clause 16.8 among the Interim Finance Parties in accordance with the provisions of this Agreement.

(c) The Interim Security Agent shall have its own independent right to demand payment of the amounts payable by an Obligor under this Clause 16.8, and accordingly holds neither its claim resulting from a Parallel Debt nor any Security Interest securing a Parallel Debt on trust, irrespective of any discharge of that Obligor's obligation to pay those amounts to the other Interim Finance Parties resulting from failure by them to take appropriate steps, in insolvency proceedings affecting that Obligor, to preserve their entitlement to be paid those amounts, **provided that**:

(i) the amounts for which each Obligor is liable under its Parallel Debt:

(A) shall be decreased to the extent that its Corresponding Debt towards an Interim Finance Party has been irrevocably paid (or, in the case of guarantee obligations, discharged); or

(B) shall be increased to the extent that the Corresponding Debt towards an Interim Finance Party has been increased;

(ii) the Corresponding Debt of each Obligor shall be decreased to the extent that its Parallel Debt has been irrevocably paid (or, in the case of guarantee obligations, discharged); and

(iii) the Parallel Debt of an Obligor shall not exceed its Corresponding Debt towards the Interim Finance Parties.

(d) Any amount due and payable by an Obligor to the Interim Security Agent under this Clause 16.8 shall be decreased to the extent that the other Interim Finance Parties have received payment of the corresponding amount under the other provisions of the Interim Finance Documents and any amount due and payable by an Obligor to the other Interim Finance Parties under those provisions shall be decreased to the extent that the Interim Security Agent has received payment of the corresponding amount under this Clause 16.8.

The rights of the Interim Finance Parties (other than the Interim Security Agent) to receive payment of amounts payable by each Obligor under the Interim Finance Documents are several and are separate and independent from, and without prejudice to, the rights of the Interim Security Agent to receive payment under this Clause 16.8.

16.9 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

Subject to Clause 12.7 (*Application of proceeds*), 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 of priority:

(a) in discharging any sums owing to the Interim Facility Agent (in its own capacity), the Interim Security Agent (in its capacity as trustee), any Receiver or any Delegate;

(b) in discharging all costs and expenses incurred by any Interim Finance Party in connection with the realisation or enforcement of the Interim Security taken in accordance with the terms of this Agreement;

(c) in payment to the Interim Facility Agent, on behalf of the Interim Finance Parties, for application towards the discharge of all sums due and payable by any Obligor under any of the Interim Finance Documents which constitute Interim Liabilities;

(d) if none of the Obligors is under any further actual or contingent liability under any Interim Finance Document, in payment to any person to whom the Interim Security Agent is obliged to pay in priority to any Obligor; and

(e) the balance, if any, in payment to the relevant 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.

17.7 Application and consideration

The Interim Security Agent agrees with each Obligor to apply all moneys from time to time paid by such Obligor to the Interim Security Agent in accordance with the provisions of Clause 17.1 (*Order of Application*).

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) 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 17 (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

Following the date of receipt by the Obligors' Agent of an Acceleration Notice, 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 or if required by the rules of any relevant stock exchange (including any Applicable Securities Laws, Relevant Regulator or any other tax or bank supervisory authority);

(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 Topco, 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

If:

(a) 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;

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

(c) 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

Major Representations

(a) Each Obligor and Topco 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 (and for the avoidance of doubt not with respect to any other Group Company or member of the Target Group or their respective assets, liabilities or obligations and excluding any procurement obligation with respect to any other Group Company or member of the Target Group) to each Interim Finance Party on the date of this Agreement, the date of each Drawdown Request and the first day of each Interest Period, in each case by reference to the facts and circumstances existing at the relevant time.

(b) Each Obligor acknowledges that each Interim Finance Party is relying on the representations and warranties made by it.

24.2 Undertakings

Major Undertakings

(a) Each Obligor 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) Topco 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*).

Offer/Scheme undertakings:

(c) The Company shall:

(i) promptly following any reasonable written request from the Interim Facility Agent (acting on the instructions of the Majority Interim Lenders) 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 Document 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 (if and to the extent applicable) 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 any 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;

(ii) not amend or waive any material term or condition relating to the Acquisition from that set out in the draft Announcement delivered to the Interim Facility Agent in accordance with paragraph 4 of Part I (*Conditions Precedent to Signing*) 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 any Relevant Regulator or reasonably determined by the Company as being necessary or desirable to comply with the requirements or requests (as applicable) of any 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 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 to the Acquisition which the Company reasonably considers that it would not be entitled, in accordance with Rule 13.5(a) of the City 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 Clause);

(E) required to allow the Acquisition to switch (or which constitutes a switch) from being implemented by way of an Offer to a Scheme or from a Scheme to an Offer; and/or

(F) made with the consent of the Majority Interim Lenders (such consent not to be unreasonably withheld, made subject to any condition or delayed); and

(iii) 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, made subject to any condition or delayed);

(iv) comply in all material respects with the City Code (subject to any waiver or dispensation of any kind granted by, or as a result of any requirements of, any Relevant Regulator or any Applicable Securities Laws) relating 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 Documents; and

(v) 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 City Code,

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

(1) the Company has issued a Scheme Document, nothing in the Interim Finance Documents shall prevent the Company from subsequently proceeding with (and/or switching to) an Offer provided that except as permitted by paragraph (c)above, the terms and conditions contained in the relevant Offer Document include an Acceptance Condition of no lower than the Minimum Acceptance Condition; and

(2) the Company has issued an Offer Document, nothing in the Interim Finance Documents shall prevent the Company from subsequently proceeding with (and/or switching to) a Scheme.

Re-registration as a private limited company

(d) The Company shall:

(i) (if the Acquisition is implemented by way of the Scheme), within ninety (90) days of the Scheme Effective Date; or

(ii) (if the Acquisition is implemented by way of an Offer), within ninety (90) days of the later of:

(A) the Acquisition 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 (excluding any shares held in treasury),

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 Law or any Relevant Regulator) that the Target is re-registered as a private limited company.

Anti-Corruption and Sanctions

(e) Each Obligor and Topco shall conduct their businesses in material compliance with applicable Anti-Corruption Laws and applicable Sanctions.

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

(g) Each Obligor shall not 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.

(h) Each Obligor 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 an Obligor or Topco to breach any applicable Sanctions; or

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

(i) 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).

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 require the prior written consent of the Obligors' Agent (in its sole and absolute discretion and never deemed to be given) unless such assignment, transfer, sub-participation or other syndication is made to an Affiliate with at least equivalent credit worthiness **provided that** if such assignment, transfer or sub-participation occurs on or prior to the end of the Certain Funds Period (the "**Pre-Closing Transferred Commitments**") the Existing Interim Lender shall:

(i) fund the Pre-Closing Transferred Commitments in respect of any applicable Interim Loan by 9.30 a.m. on the applicable Drawdown Date if that New Interim Lender has failed to so fund (or has confirmed that it will not be able to fund) on the applicable Drawdown Date in respect of the relevant Interim Facility or Interim Facilities; and

(ii) retain exclusive control over all rights and obligations with respect to the Pre-Closing Transferred Commitments, including all rights with respect 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*) until after the expiry of the Certain Funds Period (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).

(c) An Interim Lender may only sub-participate or enter into other back-to-back arrangements with the prior written consent of the Obligors' Agent (in its sole and absolute discretion) or if:

(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 a person to whom the Interim Finance Party will be permitted to transfer commitments under the Long-term Financing Agreements; 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*) until after the expiry of the Certain Funds Period (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).

(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 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 (except where such assignment, transfer, sub-participation or other back-to-back arrangement is made (i) pursuant to Clause 11.2 (*Mitigation*) or (ii) at the request of the Company under Part III (*Replacement of an Interim Lender / Increase*) of Schedule 6 (*Impairment and Replacement of Interim Finance Parties*).

(g) 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.

(h) 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.

(i) 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:

  (i) 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 applicable Drawdown Date, but has failed to fund on that date, as if such transfer never occurred and shall provide the amount that such entity was required to provide by no later than 9.30 a.m. (London time) on that date; and

  (ii) retain exclusive control over all rights and obligations with respect to its underwrite and commitments under the Interim Finance Documents, including, without limitation, all rights with respect to voting rights, amendments, waivers, consents, modifications and confirmations as to satisfaction of all conditions precedents until the end of the Certain Funds Period (and any documentation effecting any such transfer, assignment or participation arrangement shall include the rights and obligations in this paragraph to the reasonable satisfaction of the Obligors' Agent).

(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 of an Interim Lender,

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 £2,000.

25.3 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 paragraph (b) of Clause 25.2 (*Transfers by Interim Lenders*), 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.

25.4 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 paragraph (b) of Clause 25.2 (*Transfers by Interim Lenders*), 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 Original 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 (*Transfers by Interim Lenders*), 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 or sub-participation 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.

25.5 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 paragraph (b) of Clause 25.2 (*Transfers by Interim Lenders*), 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.

25.6 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 25.4 (*Procedure for transfer*) and each Assignment Agreement referred to in Clause 25.5 (*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 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. 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 25.5 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).

25.7 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.

25.8 Increased costs

If:

(a) an Interim Lender assigns, novates or transfers 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, novation, transfer or other change occurs, an Obligor would be obliged to make a payment or increased payment to the relevant New Interim Lender or Interim Lender acting through its new office, branch or Facility Office under Clauses 10.1 (*Gross-up*), 10.3 (*Tax indemnity*) or 11.1 (*Increased Costs*),

then the relevant New Interim Lender, Interim Lender and/or Interim Lender acting through its new office, branch or Facility Office (as appropriate) is not entitled to receive a payment under Clause 10.1 (*Gross-up*), 10.3 (*Tax indemnity*) or 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, novation, transfer 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) except as contemplated by Clause 10.9 (*FATCA information*) and 10.10 (*FATCA Deduction*), 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 definition of 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*) to the extent restricting the rights of the Interim Lenders to assign, transfer or sub-participate their rights or obligations under the Interim Finance Documents;

(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) the release of any guarantee and indemnity granted under any Interim Finance Document or the release of any Interim Security, in each case unless permitted under this Agreement or any other Interim Finance Document;

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

(vii) 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; or

(v) the introduction of an additional commitment, tranche or facility in order to give effect to any of the matters contemplated above, 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) A change to a Borrower other than in accordance with the terms of the Interim Documents, shall only require the consent of those Interim Lenders that are Interim Lenders to the relevant Borrower.

(e) 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.

28.3 Excluded Commitment

If an Interim Lender does not either 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 that Interim 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 of any specified group of Interim Lenders has been obtained to approve the request.

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

Each Party agrees 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 of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) (a "**Dispute**") and for the purpose of enforcement or any judgment against its assets, Topco and each Obligor irrevocably submits to the jurisdiction of the English courts.

31.2 Forum

Each Party agrees that:

(a) 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) 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) each Obligor and Topco 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) each Obligor and Topco 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

Without prejudice to any other mode of service allowed under any relevant law, each Obligor agrees that the documents which start any proceedings in relation to any Interim Document, and any other documents required to be served in connection with those proceedings, may be served on it by delivery to Apollo Management International LLP or to such other person and/or address in England and Wales as the Company may specify by notice in writing to the Interim Facility Agent.

31.5 Contractual Recognition of 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 or 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.

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

SCHEDULE 1
DEFINITIONS AND INTERPRETATION

PART 1
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 Target Shares.

"**Acquisition**" means the acquisition of Target Shares by the Company pursuant to a Scheme and/or Offer and, if applicable, a Squeeze-Out or any other acquisition of Target Shares by the Company or other payments in connection with, related to or in lieu of such acquisition (including any contribution and/or transfer of Target Shares to the Company by the 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 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 City Code.

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

"**Act**" means the Companies Act 2006.

"**Additional Business Day**" means, in relation to a Compounded Rate Currency, any day specified as such in the applicable Compounded Rate Terms.

"**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.

"**Agreed Security Principles**" has the meaning given to that term in the Precedent Revolving Facilities Agreement (as defined in the Commitment Letter).

"**Announcement**" means any press release made or to be 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 City 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, the Proceeds of Crime

(Jersey) Law 1999, the Proceeds of Crime (Supervisory Bodies (Jersey) Law 2008 and the Money Laundering (Jersey) Order 2008, each as amended from time to time).

"**Applicable Securities Laws**" means the UK City Code on Takeovers and Mergers, the Act, the London Stock Exchange, any other applicable stock exchange or any other applicable laws, rules, regulations and/or such other requirements.

"**Approved Currency**" means EUR, GBP, USD and any other currencies to be agreed between the Company and the Interim Facility Agent (acting on the instructions of all the Interim Lenders participating in the relevant Loan, acting reasonably).

"**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, assignee and the Company (each acting reasonably).

"**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 an Interim 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:

(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:

(a) its balance sheet or capital base or any part of that person or its liabilities or minimum regulatory capital or any combination thereof, including the UK bank levy as set out in the Finance Act 2011 (as amended), 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*)), 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/or any other levy or tax in any jurisdiction levied on a similar basis or for a similar purpose;

(b) 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;

(c) 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 and any other surcharge or tax of a similar nature implemented in any other jurisdiction; or

(d) any windfall tax imposed on or calculated by reference to the interest income, fee income, commission income or interest margin of that person and any other levy, surcharge, or tax levied for a similar purpose.

"**Base Currency**" means:

(a) in relation to the Interim FRN (EUR) Bridge Facility and the Interim SSN (EUR) Bridge Facility, GBP and (after the redenomination of all Interim FRN (EUR) Bridge Facility Commitments and/or Interim SSN (EUR) Bridge Facility Commitments (as applicable) pursuant to section 2.4 (*Redenomination of Interim Term Facilities*)) EUR;

(b) in relation to the Interim SSN (USD) Bridge Facility, GBP and (after the redenomination of all Interim SSN (USD) Bridge Facility Commitments pursuant to section 2.4 (*Redenomination of Interim Term Facilities*)) US Dollars; and

(c) in relation to any other Interim Facility, GBP.

"**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.

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

"**Borrower DTTP Filing**" means an HMRC Form DTTP2 duly completed and filed by the Borrower, which:

(a) where it relates to an Interim Lender that is an Interim Lender as at the date of this Agreement, contains the HMRC DTTP Scheme reference number and jurisdiction of tax residence stated opposite that Interim Lender's name in Schedule 11 (*The Original Interim Lenders*); or

(b) where it relates to an Interim Lender that is not an Interim Lender as at the date of this Agreement, contains the HMRC DTTP Scheme reference number and jurisdiction of tax residence stated in respect of that Interim Lender in the documentation which it executes on becoming a Party as an Interim Lender.

"**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:

(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 a Compounded Rate Currency, or in relation to the determination of the length of an Interest Period or a Lookback Period for an amount in a Compounded Rate Currency), an Additional Business Day relating to that currency,

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 its sole and absolute discretion) in relation to any determination of Business Days, have the same meaning as in the Acquisition Documents.

"**Central Bank Rate**", in relation to a Compounded Rate Currency, has the meaning given to that term in the applicable Compounded Rate Terms.

"**Certain Funds Period**" means the period beginning on (and including) the date of this Agreement and ending at 11.59 p.m. (in London) on the earliest to occur of:

(a) if the Acquisition is intended to be implemented 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 in writing with the written approval of the Panel, in each case, in accordance with its terms in the Announcement or 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 the Scheme to an Offer or (ii) it is otherwise to be followed within such twenty (20) Business Days by an Announcement by the Company to implement the Acquisition by a new, revised or replacement offer or scheme (as applicable));

(b) if the Acquisition is intended to be implemented 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 written approval of the Panel, in each case, in accordance with its terms in the Announcement or Offer 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 the Offer to a Scheme or (ii) it is otherwise to be followed within such twenty (20) Business Days by an Announcement by the Company to implement the Acquisition by a new, revised or replacement offer or scheme (as applicable));

(c) to the extent the first public Announcement has not been made, the date on which the Company has made an announcement in accordance with Rule 2.8 of the City Code that it does not intend to make an offer for the Target;

(d) the first 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 has been paid in full including, in the case of an Offer, in respect of the acquisition of any Target Shares that may be acquired after the Interim Closing Date pursuant to the Offer (including pursuant to a Squeeze-Out);

(e) the date falling thirteen (13) Months and thirty (30) Business Days after (and excluding) the date of this Agreement; or

(f) such later time and date as agreed by all of the Interim Lenders (acting reasonably and in good faith),

in each case, **provided that**:

(i) a switch from a Scheme to an Offer or from an Offer to a Scheme (or, for the avoidance of doubt, any amendments to the terms or conditions of a Scheme or an Offer) shall not constitute a lapse, termination or withdrawal; and

(ii) if the Interim Closing Date has occurred, the Certain Funds Period shall be automatically extended to (solely to the extent that the Acquisition is to be completed pursuant to an Offer and a settlement date under the Offer has occurred (or will occur with the proceeds to be drawn on the Interim Closing Date)), 11.59 p.m. (in London) on the date falling one hundred and twenty (120) days after (and excluding) the Interim Closing Date.

"**Change of Control**" means the occurrence of any of the events or circumstances described in paragraph 7 (*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 other than (a) any change that occurs pursuant to, or in connection with the adoption, ratification, approval or acceptance of, the MLI in or by any jurisdiction, (b) any change that occurs pursuant to, or in connection with the adoption, ratification, approval or acceptance of, Pillar Two in or by any jurisdiction, or (c) any change arising in consequence of, or in connection with, the United Kingdom ceasing to be a member state of the European Union.

"**Charged Property**" means all the assets of the Group and Topco which, from time to time, are expressed to be the subject of the Interim Security.

"**City Code**" means the UK City Code on Takeovers and Mergers, as administered by the Panel, as may be amended from time to time.

"**Commitment Documents**" has the meaning given to that term in the Commitment Letter.

"**Commitment Letter**" means a commitment letter dated on or about the date of this Agreement between the Arrangers, the Underwriters (as defined therein) and the Company setting out the terms and conditions pursuant to which the Arrangers agree to arrange and the Underwriters (as defined therein) agree to underwrite certain facilities in connection with the Acquisition and the Refinancing and appending the schedules thereto (including the agreed form Term Sheets as defined therein).

"**Compounded Rate Currency**" means:

(a) Sterling; and

(b) any currency in respect of which there are Compounded Rate Terms for such currency.

"**Compounded Rate Interest Payment**" means, in relation to a Compounded Rate Currency, the aggregate amount of interest that:

(a) relates to an Interim Compounded Rate Loan in that Compounded Rate Currency; and

(b) has, or is scheduled to become, payable 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 or an Unpaid Sum 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 or Unpaid Sum,

in respect of Sterling, the terms set out in the relevant part of Schedule 12 (*Compounded Rate Terms*) (or the Latest Compounded Rate Supplement relating to Sterling, as applicable, then in effect) 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 a Compounded Rate Currency, for any applicable RFR Banking Day during the Interest Period of an Interim Compounded Rate Loan in that Compounded Rate Currency, the percentage rate per annum which is the applicable Daily Non-Cumulative Compounded RFR Rate for that RFR Banking Day.

"**Confidentiality Undertaking**" means a confidentiality undertaking (in substantially the same form as published by the Loan Market Association) on which the Obligors' Agent is able to rely, agreeing to keep the Interim Finance Documents or other documents or information confidential.

"**Control Date**" means the earliest to occur of: (i) in the event the Acquisition is effected by way of Scheme, the Scheme Effective Date; (ii) in the event that the Acquisition is effected by way of an Offer, the date on which the Company gives notice under Section 979 of the Companies Act 2006 to complete a Squeeze Out; (iii) the date on which the Company owns 100% of the outstanding Target Shares; and (iv) the date on which the Company owns 75% of the outstanding Target Shares and the Target has been delisted and re-registered as a private limited company.

"**Court**" means the High Court of Justice of England and Wales.

"**CTA**" means the United Kingdom 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 Compounded Rate Loan in a Compounded Rate Currency, (i) (in the case of Sterling) 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 then in effect; or (ii) (in the case of any other currency) determined by the relevant person and in accordance with the relevant methodology as set out in the applicable Latest Compounded Rate Supplement then in effect.

"**Daily Rate**" means, in relation to a Compounded Rate Currency, the rate specified as such in the applicable Compounded Rate Terms.

"**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, co-trustee or co-security agent 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.

"**Equity Contribution**" means the aggregate investment in cash or in kind (including by way of the contribution of Target Shares or other equity interests in the Target) (directly or indirectly) in the Company by way of:

(a) any subscription for shares or other equity contribution (howsoever described) and any capital contributions (including by way of premium, contribution to the capital reserves and/or contribution of the proceeds of any Holdco Financing or other proceeds, in each case, on a cash or cashless basis), by the Equity Investors and/or Topco (or, in each case, any of their Holding Companies) (directly or indirectly) either (i) via Topco to the Company or (ii) to any Holding Company of the Company to the extent such proceeds are to be applied towards fees, Taxes, costs or any other expenses relating to the Acquisition and/or towards Holding Company Taxes, fees, costs and expenses;

(b) any Subordinated Shareholder Liabilities; and/or

(c) any Rolled Proceeds,

provided that, for the avoidance of doubt, to the extent that any investment by any director or member of management, holder of Target Shares or other person is deemed or intended to form part of the funded capital structure of the Company and such investment is to be funded directly or indirectly from any purchase price paid in respect of any Target Shares (including for this purpose the direct or indirect transfer of shares by any holder of Target Shares or vendor (or their respective Affiliates) to the Company (and any related investment) and any other non-cash rollover into alternative equity or other instruments of the Company or its Holding Companies), that investment will be deemed to have been made to the Group as an Equity Contribution on or prior to the Interim Closing Date or any subsequent Drawdown Date (as applicable).

"**Equity Investors**" has the meaning given to that term in paragraph 7 (*Change of control*) of Part III (*Major Events of Default*) of Schedule 5 (*Major Representations, Undertakings and Events of Default*).

"**EURIBOR**" means, for an Interest Period of an Interim Term Rate 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. (Brussels time) 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 Indebtedness**" has the meaning given to that term in paragraph (a)(iii) 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:

(a) Sections 1471 through 1474 of the US Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation mentioned in paragraph (a) above; or

(c) any agreement pursuant to the implementation of anything referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Application Date**" means:

(a) in relation to a "withholdable payment" described in section 1473(1)(A)(i) of the US Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014;

(b) in relation to a "withholdable payment" described in section 1473(1)(A)(ii) of the US Code (which relates to "gross proceeds" from the disposition of property of a type that can produce interest from sources within the US), the first date from which such payment may become subject to a deduction or withholding required by FATCA; or

(c) in relation to a "passthru payment" described in section 1471(d)(7) of the US Code not falling within paragraphs (a) or (b) above, the first date from which such payment may become subject to a deduction or withholding required by FATCA.

"**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 Letters**" means the Revolving Facilities Fee Letter and the SSN Bridge Facilities Fee 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 Loans denominated in euro, EURIBOR; and

(b) for Interim Loans denominated in US Dollars, Term SOFR,

provided that:

(i) for the purposes of any Interim Term Loan made available under an Interim Term Facility 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;

(ii) for the purposes of any Interim Revolving Facility Utilisation, if EURIBOR or Term SOFR is less than zero (0) per cent. per annum at any time when EURIBOR or Term SOFR (as applicable) is fixed, EURIBOR or Term SOFR (as applicable) 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 delivered pursuant to sub-paragraph (a) of paragraph 2 (*Other*) of Part II (*Conditions Precedent to Interim Closing Date*) of Schedule 3 (*Conditions Precedent*).

"**Group**" means the Company and each of its Subsidiaries from time to time.

"**Group Company**" means a member of the Group.

"**HMRC**" means H.M. Revenue & Customs of the United Kingdom.

"**HMRC DTTP Scheme**" means HMRC's Double Taxation Treaty Passport Scheme, as modified from time to time.

"**HMRC Form DTTP2**" means the HMRC form entitled "*Notification of loan from a Double Taxation Treaty Passport- form DTTP2*" (or its online equivalent).

"**Holdco Financing**" means any debt or equity financing (howsoever borrowed, incurred or provided) provided to any Holding Company of the Company by any person, including any vendor, shareholder of the Target (or their Affiliates) or third party financing.

"**Holdco Financing Major Terms**" means the following terms:

(a) the issuer or borrower of the Holdco Financing is a Holding Company of the Company;

(b) to the extent that the net proceeds of the Holdco Financing are contributed to the Group (including on a cash or cashless basis), they shall be contributed as an Equity Contribution;

(c) the scheduled final maturity date of the Holdco Financing (if any) falls on a date after the original scheduled maturity of the Interim Facilities (as at the date of this Agreement);

(d) no guarantees or Security Interests are provided by a Group Company nor provided over any shares, stocks or partnership interests of a Group Company, as credit support for the Holdco Financing; and

(e) the issuer or borrower of the Holdco Financing shall have the option in its sole and absolute discretion to pay all accrued interest on such Holdco Financing in kind, **provided that** nothing in this Agreement shall prohibit the issuer or borrower of the Holdco Financing making any payment of accrued or capitalised interest in cash if: (i) such payment is funded from the proceeds of such Holdco Financing which are retained by such issuer or borrower and are not contributed to a Group Company; or (ii) they can service from dividends, restricted payments and/or other permitted distributions (howsoever described) not prohibited in accordance with this Agreement.

"**Holding Company**" means in relation to any person, any other body corporate or other entity of which it is a Subsidiary.

"**Interest Period**" has the meaning given to that term in paragraph (a) of Clause 8.3 (*Payment of interest*).

"**Interim Agency Fee Letter**" means each 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 both:

(a) the Acquisition Closing Date has occurred; and

(b) the Interim Term Facilities are drawn to complete the Acquisition.

"**Interim Compounded Rate Loan**" means in relation to a Compounded Rate Currency, any Interim Loan or, if applicable, Unpaid Sum which is denominated in that Compounded Rate Currency.

"**Interim Facility**" means the Interim FRN (EUR) Bridge Facility, Interim SSN (EUR) Bridge Facility, Interim SSN (GBP) Bridge Facility and Interim SSN (USD) Bridge Facility and/or the Interim Revolving Facility.

"**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 FRN (EUR) Bridge Facility Commitment, Interim SSN (EUR) Bridge Facility Commitment, Interim SSN (GBP) Bridge Facility Commitment, Interim SSN (USD) Bridge Facility Commitment and/or an Interim Revolving Facility Commitment.

"**Interim Finance Documents**" means each of this Agreement, the Interim Agency Fee Letters, the Fee Letters, the Interim Security Documents, each Bank Guarantee, each Drawdown Request, in relation to any currency, the Latest Compounded Rate Supplement then in effect for each applicable currency, 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 FRN (EUR) Bridge Facility**" has the meaning given to that term in paragraph 2.1(a) of Clause 2.1 (*The Interim Facilities*).

"**Interim FRN (EUR) Bridge Facility Commitment**" means:

(a) in relation to each Original Interim Lender, the amount of Interim FRN (EUR) Bridge Facility set out opposite its name under the heading "*Interim FRN (EUR) Bridge Facility Commitment*" in Schedule 11 (*The Original Interim Lenders*) and the amount of any other Interim FRN (EUR) Bridge 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 FRN (EUR) Bridge 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 FRN (EUR) Bridge Facility Loan**" means an Interim Loan under the Interim FRN (EUR) Bridge Facility.

"**Interim Lender**" means:

(a) an Original 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 liabilities owed by the Obligors to the Interim Finance Parties under the Interim Finance Documents.

"**Interim Loan**" means an Interim Term Loan or an Interim Revolving Facility Loan.

"**Interim Revolving Facility**" has the meaning given to that term in paragraph (e) 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 Original 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 Original 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 Part I (*Conditions Precedent to Signing*) of Schedule 3 (*Conditions Precedent*).

"**Interim SSN (EUR) Bridge Facility**" has the meaning given to that term in paragraph (b) of Clause 2.1 (*The Interim Facilities*).

"**Interim SSN (GBP) Bridge Facility**" has the meaning given to that term in paragraph (c) of Clause 2.1 (*The Interim Facilities*).

"**Interim SSN (USD) Bridge Facility**" has the meaning given to that term in paragraph (d) of Clause 2.1 (*The Interim Facilities*).

"**Interim SSN (EUR) Bridge Facility Commitment**" means:

(a) in relation to each Original Interim Lender, the amount of Interim SSN (EUR) Bridge Facility set out opposite its name under the heading "*Interim SSN (EUR) Bridge Facility Commitment*" in Schedule 11 (*The Original Interim Lenders*) and the amount of any other Interim SSN (EUR) Bridge 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 SSN (EUR) Bridge 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 SSN (GPB) Bridge Facility Commitment**" means:

(a) in relation to each Original Interim Lender, the amount of Interim SSN (GBP) Bridge Facility set out opposite its name under the heading "*Interim SSN (GBP) Bridge Facility Commitment*" in Schedule 11 (*The Original Interim Lenders*) and the amount of any other Interim SSN (GBP) Bridge 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 SSN (GBP) Bridge 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 SSN (USD) Bridge Facility Commitment**" means:

(a) in relation to each Original Interim Lender, the amount of Interim SSN (USD) Bridge Facility set out opposite its name under the heading "*Interim SSN (USD) Bridge Facility Commitment*" in Schedule 11 (*The Original Interim Lenders*) and the amount of any other Interim SSN (USD) Bridge 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 SSN (USD) Bridge 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 SSN (EUR) Bridge Facility Loan**" means an Interim Loan under the Interim SSN (EUR) Bridge Facility.

"**Interim SSN (GBP) Bridge Facility Loan**" means an Interim Loan under the Interim SSN (GBP) Bridge Facility.

"**Interim SSN (USD) Bridge Facility Loan**" means an Interim Loan under the Interim SSN (USD) Bridge Facility.

"**Interim Term Facility**" means the Interim FRN (EUR) Bridge Facility, Interim SSN (EUR) Bridge Facility, Interim SSN (USD) Bridge Facility and/or Interim SSN (GBP) Bridge Facility.

"**Interim Term Facility Commitments**" means the Interim FRN (EUR) Bridge Facility Commitments, Interim SSN (EUR) Bridge Facility Commitments, Interim SSN (GBP) Bridge Facility Commitments, and Interim SSN (USD) Bridge Facility Commitments.

"**Interim Term Loan**" means an Interim Loan under an Interim Term Facility.

"**Interim Term Rate Loan**" means an Interim Loan, or, if applicable, Unpaid Sum which is not (or has not become, following a Compounded Rate Supplement or Benchmark Rate Change in relation thereto taking effect) an Interim Compounded Rate Loan.

"**Interim USD Term Rate Loan**" means an Interim Term Rate Loan, which is denominated in US Dollars.

"**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 EURIBOR for any Interim Term Rate Loan (other than an Interim USD Term Rate Loan) or an overdue amount, the rate rounded to the same number of decimal places as the two (2) relevant Screen Rates 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 USD Term Rate Loan, 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 USD Term Rate Loan, SOFR for a day which is two US Government Securities Business Days before the quotation day;

(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,

each as of the Rate Fixing Day for the offering of deposits in the currency of that Interim Loan or an applicable amount.

"**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*).

"**ITA**" means the United Kingdom Income Tax Act 2007.

"**Jersey Obligor**" means an Obligor incorporated or established under the laws of Jersey.

"**Jersey Security Register**" means the security interests register maintained under Part 8 of the SIJL.

"**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.

"**Long-term Financing Agreements**" means, collectively, the facilities agreements, indentures, trust deeds 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 Revolving Facility and the SSN Bridge Facilities (or as the case may be the SSNs).

"**Lookback Period**" means, in relation to a Compounded Rate Currency, the number of days specified as such in the applicable 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 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 (and other than in respect of paragraph 7(d)):

(a) with respect to Topco and the Company (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; and

(c) in so far as it relates to any Interim Finance Document, such references to an Interim Finance Document shall be deemed not to include a Bank Guarantee.

"**Major Representation**" means a representation set out in Part I (*Major Representations*) of Schedule 5 (*Major Representations, Undertakings and Events of Default*), in each case:

(a) with respect to Topco and the Company (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; and

(c) in so far as it relates to any Interim Finance Document, such references to an Interim Finance Document shall be deemed not to include a Bank Guarantee;

"**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 Topco and the Company (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; and

(c) in so far as it relates to any Interim Finance Document, such references to an Interim Finance Document shall be deemed not to include a Bank Guarantee.

"**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 FRN (EUR) Bridge Facility, 3.25 per cent. per annum;

(b) in relation to the Interim SSN (EUR) Bridge Facility, 3.50 per cent. per annum;

(c) in relation to the Interim SSN (GBP) Bridge Facility, 3.75 per cent. per annum;

(d) in relation to the Interim SSN (USD) Bridge Facility, 3.50 per cent. per annum; and

(e) 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 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 sixty (60) 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: (a) an Acceptance Condition of not less than seventy-five (75) per cent.; or (b) an Acceptance Condition of less than seventy-five (75) per cent. with the consent of all Interim Lenders (acting reasonably and without delay), in each case, with reference to the voting rights exercisable at a general meeting of the Target (at the time the Offer becomes or is declared unconditional as to acceptances) on a fully diluted basis, 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.

"**Minimum Equity Amount**" means an amount equal to:

(a) the aggregate amount of:

(i) the Minimum Equity Investment made for the purposes of paying the total aggregate cash consideration payable for the Target Shares or for the purposes of the Refinancing, in each case on the Interim Closing Date; and

(ii) the aggregate principal amount of the Interim Loans outstanding under any Interim Term Facility as of the date of determination (or, as applicable, SSNs issued in lieu of the Interim Term Facilities which, in each case, are freely available to the Company (free from any escrow or similar arrangements)) for the purposes of paying the total aggregate cash consideration payable for the Target Shares or for the purposes of the Refinancing, in each case, on the Interim Closing Date,

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 Interim Closing Date,

in each case, as identified in the Funds Flow Statement or, if no Funds Flow Statement is delivered, any sources and uses statement included in the Tax Structure Memorandum.

"**Minimum Equity Investment**" means the aggregate investment in cash or in kind in the Company made on or prior to the Interim Closing Date:

(a) by way of Equity Contributions by the Equity Investors and/or Topco (or any of their Holding Companies) (directly or indirectly) via Topco to the Company; and/or

(b) by way of contributing Target Shares or other equity interests in the Target to the Company or any of its Subsidiaries (and including the aggregate number of Target Shares held or to be held by the Company (or its Affiliates) on or prior to the Interim Closing Date or any subsequent Drawdown Date (as applicable)), including 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 (a) of Clause 25.2 (Transfers by Interim Lenders).

"**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 or Topco (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.

"**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*).

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of the Treasury (or any successor thereto).

"**Offer**" means the takeover offer (as defined in section 974 of the Companies Act 2006) by the Company in accordance with the City Code to acquire the entire issued share capital of the Target (within the meaning of section 975 of the Companies Act 2006) pursuant to the Offer Documents.

"**Offer Documents**" means the applicable Announcement and the offer documents dispatched to shareholders of the Target setting out the terms and conditions of an Offer as such document may be amended, supplemented, revised, renewed or waived in accordance with this Agreement.

"**Offer Price**" means the price per Target Share payable by the Company for any acquisition of the Target Shares set out in the Scheme Document or the Offer Document (as applicable).

"**Offer Unconditional Date**" means the date on which the Offer has been declared or has become unconditional in accordance with the requirements of the City Code.

"**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 joint and several liability of any Obligor arising as a result of a fiscal unity with Group Companies of which it is a member.

"**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;

  (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) of any dividends, repayments of equity, reductions of capital, loans or any other distribution (a "**tax distribution**") by the Company or any Obligor to any Holding Company that is a member of the same fiscal unity for corporate income tax, trade tax or value added tax or similar purposes;

(c) of upfront fees to the Sponsor Investors (i) anticipated in the base case model delivered in accordance with paragraph 6 (*Financial Information*) of Part I (*Conditions Precedent to*

Signing) of Schedule 3 (*Conditions Precedent*) or (ii) 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 Refinancing, 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); and/or

(f) set out in or contemplated by a Permitted Transaction.

"**Permitted Transaction**" means:

(a) any step, circumstance, merger or transaction contemplated by or relating to the Transaction Documents, the Funds Flow Statement, the Tax Structure Memorandum (other than any exit steps described therein), the Reports or the Long-term Financing Agreements (or other refinancing of the Interim Facilities) (and related documentation) and any intermediate steps or actions necessary or entered into to implement the steps, circumstances, payments or transactions described therein;

(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 transfer of the shares in, or issue of shares by, any Obligor 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 any Obligor, and including in connection therewith, **provided that**, after completion of such steps, no Change of Control shall have occurred;

(e) the Transactions, and any payment, transaction or arrangement entered into or arising in respect of the Acquisition, including any guarantee, loan or security in respect thereof and any payment, set-off, exercise of rights (together with all intermediate steps, circumstances or actions);

(f) any action to be taken by a member of the Group required as a condition to any step or action in respect of the Acquisition by any Relevant Regulator or to comply with any Applicable Securities Laws;

(g) any transaction to which the Interim Facility Agent (acting on the instructions of the Majority Interim Lenders) shall have given prior written consent; and

(h) any action to be taken by a Group Company that, in the reasonable opinion of the Obligors' Agent, is required or requested by any Relevant Regulator or reasonably determined by the Company as being necessary or desirable to comply with the requirements or requests (as applicable) of any Relevant Regulator or any Applicable Securities Laws or has arisen as part of the negotiations with any Relevant Regulator or any anti-trust, tax or other regulatory authority, any pensions trustee, pensions insurer, works council or trade union (or any similar or equivalent person to any of the foregoing in any jurisdiction).

"**Pillar Two**" means (i) the Global Anti-Base Erosion Model Rules (Pillar Two) approved by the OECD/G20 Inclusive Framework on BEPS on 14 December 2021 and (ii) the Subject to Tax Rule (STTR) approved by OECD/G20 Base Erosion and Profit Shifting Project, Inclusive Framework on BEPS on 6 July 2023, in each case, as amended, varied, supplemented and/or updated from time to time, or any treaty, directive, law, regulation or other official guidance of any jurisdiction which implements, or facilitates the implementation of, in the case of (i), such model rules (or of a domestic minimum top-up tax contemplated by such model rules), including, in the United Kingdom, Parts 3 and 4 of, and Schedules 14 to 18 to, the Finance (No. 2) Act 2023 and, in the European Union, Council Directive (EU) 2022/2523 of 14 December 2022 on ensuring a global minimum level of taxation for multinational enterprise groups and large-scale domestic groups in the European Union and, in the case of (ii), such STTR, including the OECD Multilateral Convention to Facilitate the Implementation of the Pillar Two Subject to Tax Rule adopted on 15 September 2023 and any bilateral treaty or agreement that incorporates the STTR or otherwise implements the STTR between any relevant jurisdictions, including, in Jersey, the Multinational Corporate Income Tax (Jersey) Law 2025 and the Multinational Taxation (Global Anti-Base Erosion – IIR Tax) (Jersey) Law 2025.

"**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 any Sponsor Investor or Affiliate (including any precedent provided to the Interim Facility Agent by the Company in respect of such provisions).

"**Qualifying Interim Lender**" means, in relation to a payment by or in respect of a Borrower under a Finance Document an Interim Lender which is beneficially entitled (in the case of a UK Treaty Interim Lender, within the meaning of the relevant UK Treaty) to interest payable to that Interim Lender in respect of an advance under a 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 a 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 a 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) 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 Sterling, the first day of that period;

(b) if the currency is euro, two (2) TARGET Days before the first day of that period;

(c) if the currency is US Dollars, two (2) US Government Securities Business 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 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.

"**Redenomination Date**" means, in respect of any Interim Term Facility Commitments, the initial Drawdown Date in respect of such Interim Term Facility Commitments.

"**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.

"**Refinancing**" has the meaning given to that term in paragraph (a)(iii) 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.

"**Relevant Jurisdiction**" means, in relation to an Obligor:

(a) its jurisdiction of incorporation (or, as the case may be, organisation or establishment); and

(b) the jurisdiction whose laws govern any of the Interim Security Documents entered into by it.

"**Relevant Market**" means

(a) in relation to euro, the European interbank market;

(b) in relation to US Dollars, the market for overnight cash borrowing collateralised by US Government securities;

(c) in relation to a Compounded Rate Currency, the market specified as such in the applicable Compounded Rate Terms; and

(d) in relation to any other currency, the London interbank market.

"**Relevant Rate of Exchange**" means (as applicable):

(a) the applicable conversion rate for the purchase of GBP with EUR which is published by WM/Refinitiv at or about 11.00 a.m. on the applicable Redenomination Date or such other rate as may be agreed as the Relevant Rate of Exchange (or the inverse of any agreed conversion rate for the purchase of GBP with EUR) between the Original Interim Lenders under the Interim FRN (EUR) Bridge Facility or Interim SSN (EUR) Bridge Facility (as applicable) and the Company (each acting reasonably and in good faith); or

(b) the applicable conversion rate for the purchase of GBP with USD which is published by WM/Refinitiv at or about 11.00 a.m. on the applicable Redenomination Date or such other rate as may be agreed as the Relevant Rate of Exchange (or the inverse of any agreed conversion rate for the purchase of GBP with USD) between the Original Interim Lenders under the Interim SSN (USD) Bridge Facility and the Company (each acting reasonably and in good faith).

"**Relevant Regulator**" means the Panel, the Court, the Competition and Markets Authority, the Civil Aviation Authority, the Austrian Supreme Civil Aviation Authority, the Swiss Federal Office of Civil Aviation or any other entity, agency, body, governmental authority, aviation authority or person that has regulatory or supervisory authority or other similar power in connection with the Acquisition and/or the Target.

"**Reports**" has the meaning given to that term in paragraph 5 (*Reports*) of Part I (*Conditions Precedent to Signing*) of Schedule 3 (*Conditions Precedent*).

"**Reservations**" means the principle that equitable remedies (or any analogous remedies in any Relevant Jurisdiction) 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, fraudulent conveyance and avoidance laws and other laws generally affecting the rights of creditors, the unavailability of, or limitation on the availability of, a particular right or remedy because of equitable principles of general applicability or a requirement as to commercial reasonableness or good faith, 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, the principle that a court may not give effect to any parallel debt provisions, 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 Part I (*Conditions Precedent to Signing*) 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; or

(b) any similar applicable anti-boycott statute, law, regulation or statute in force from time to time that is applicable to such entity.

"**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; or

(b) any similar applicable anti-boycott statute, law, regulation or statute in force from time to time that is applicable to such entity.

"**Revolving Facilities Agreement**" has the meaning given to that term in the Commitment Letter.

"**Revolving Facility**" has the meaning given to that term in the Commitment Letter.

"**Revolving Facilities Fee Letter**" has the meaning given to that term in the Commitment Letter.

"**RFR**" means, in relation to a Compounded Rate Currency, the rate specified as such in the applicable Compounded Rate Terms.

"**RFR Banking Day**" means, in relation to a Compounded Rate Currency, any day specified as such in the applicable 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 Acquisition Closing 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).

"**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 Lender**" means any Interim Lender that is a Sanctioned Person (or that is acting on behalf of a person that is a Sanctioned Person) or otherwise subject to Sanctions.

"**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 (as such terms are defined and interpreted by the relevant Sanctions) 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 EU 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 His 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 (e) to (h) of Clause 24.2 (*Undertakings*).

"**Scheme**" means the scheme of arrangement effected pursuant to part 26 of the Companies Act 2006 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 with or subject to any modification, additions or condition approved by or imposed by the Court.

"**Scheme Document**" means the document to be sent to (among others) the Target shareholders 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 2006 and containing the notices convening the required court meeting and general meeting.

"**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 2006.

"**Screen Rate**" means 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 on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters or Refinitiv. If such page or service 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, hypothec, charge (fixed or floating), pledge, lien, hypothecation, right of set-off, 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.

"**SIJL**" means the Security Interests (Jersey) Law 2012.

"**SOFR**" means the secured overnight financing rate administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).

"**Sponsor**" has the meaning given to that term in the Commitment Letter.

"**Sponsor Investors**" means:

(a) the Sponsor;

(b) funds managed and/or advised by the Sponsor; and

(c) investors designated or appointed by the Sponsor as co-investors to the extent that no less than fifty (50) per cent. of the voting rights in respect of the Obligors are, directly or indirectly, exercisable by the Sponsor (or funds managed and/or advised by the Sponsor).

"**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 2006.

"**SSN Bridge Facilities**" means the SSN (EUR) Bridge Facility, SSN (GBP) Bridge Facility and SSN (USD) Bridge Facility.

"**SSN (EUR) Bridge Facility**" has the meaning given to that term in the SSN Bridge Facilities Term Sheet.

"**SSN (GBP) Bridge Facility**" has the meaning given to that term in the SSN Bridge Facilities Term Sheet.

"**SSN (USD) Bridge Facility**" has the meaning given to that term in the SSN Bridge Facilities Term Sheet.

"**SSN Bridge Facilities Fee Letter**" has the meaning given to that term in the Commitment Letter.

"**SSNs**" has the meaning given to that term in the Commitment Letter.

"**Subordinated Shareholder Document**" means any document creating Subordinated Shareholder Liabilities.

"**Subordinated Shareholder Liabilities**" means any loan, note, bond or other indebtedness owed or issued by the Company to Topco, **provided that** such loan, note, bond or other indebtedness is subordinated pursuant to the provisions of paragraph (a) of 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.

"**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 (66⅔) 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 (66⅔) per cent. or more of the Total Interim Facility Commitments immediately prior to that reduction.

"**T2**" means the real time gross settlement system operated by the Eurosystem, or any successor system

"**Target**" means easyJet plc, a public liability company under the laws of England & Wales, registered at Companies House with registration number 03959649.

"**TARGET Day**" means any day on which T2 is open for the settlement of payments in euro.

"**Target Group**" has the meaning given to that term in the Commitment Letter.

"**Target Shares**" means ordinary shares or other equity interests in the capital of the Target from time to time including any ordinary shares or other equity investments in the Target arising on exercise of Target Group options or awards.

"**Tax**" means any tax, levy, assessment, impost, deduction, duty or withholding or any charge of a similar nature (including any penalty, fine or interest payable in connection with any failure to pay or any delay in paying any of the same) imposed or levied by any government or other taxing authority, and "**Taxes**" and "**Taxation**" shall be construed accordingly.

"**Tax Confirmation**" means a confirmation by 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 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; 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 the chargeable profits (within the meaning of section 19 of the CTA) of that company.

"**Tax Credit**" means a credit against or a relief or remission for, or repayment, rebate, or refund of, any Tax.

"**Tax Deduction**" means a deduction or withholding for or on account of Tax from any payment under an Interim Finance Document, other than a FATCA Deduction or US federal backup withholding.

"**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 10.3 (*Tax indemnity*).

"**Tax Structure Memorandum**" means the tax structure memorandum provided to the Interim Facility Agent under sub-paragraph (e) of paragraph 5 (*Reports*) of Part I (*Conditions Precedent to Signing*) of Schedule 3 (*Conditions Precedent*) (including for the avoidance of doubt, any updated version provided to the Agent in accordance with the terms of that paragraph).

"**Tax Jurisdiction**" means, in relation to any Borrower, the jurisdiction in which the Borrower is incorporated or established.

"**Term**" means each period determined under this Agreement for which the Issuing Bank is under a liability under a Bank Guarantee.

"**Term Reference Rate**" means:

(a) in relation to any Interim USD Term Rate Loan, Term SOFR; and

(b) in relation to any other Interim Term Rate Loan, EURIBOR.

"**Term SOFR**" means in relation to any Interim Loan in USD:

(a) the term SOFR reference rate administered by CME Group Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant period published (before any correction, recalculation or republication by the administrator) by CME Group Benchmark Administration Limited (or any other person which takes over the publication of that rate) and if such page or service is replaced or ceases to be available, the Interim Facility Agent may specify another page or service displaying the relevant rate in accordance with Clause 8.6 (*Replacement of Screen Rate*);

(b) (if the term SOFR reference rate is not available for the Interest Period of that Interim Loan) Interpolated Term SOFR (rounded to the same number of decimal places as Term SOFR) for that Interim Loan; or

(c) if:

(i) no term SOFR reference rate is available for the Interest Period of that Interim Loan; and

(ii) it is not possible to calculate Interpolated Term SOFR for that Interim Loan, the USD Central Bank Rate (or if the USD Central Bank Rate is not available on the Rate Fixing Day, most recent USD Central Bank Rate for a day which is no more than five (5) US Government Securities Business Days before the relevant Rate Fixing Day),

as of, in the case of paragraphs (a) and (c) above, the Rate Fixing Day for USD and for a period equal in length to the Interest Period of that Interim Loan and, if any such rate applicable to an Interim Loan under the Interim Revolving Facility denominated in USD is below zero (0), Term SOFR for such Interim Loan will be deemed to be zero (0).

"**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 FRN (EUR) Bridge Facility Commitments**" means at any time the aggregate of the Interim FRN (EUR) Bridge Facility Commitments, being £900,000,000 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 £1,300,000,000 as at the date of this Agreement.

"**Total Interim SSN (EUR) Bridge Facility Commitments**" means at any time the aggregate of the Interim SSN (EUR) Bridge Facility Commitments, being £1,600,000,000 as at the date of this Agreement).

"**Total Interim SSN (GBP) Bridge Facility Commitments**" means at any time the aggregate of the Interim SSN (GBP) Bridge Facility Commitments, being £500,000,000 as at the date of this Agreement).

"**Total Interim SSN (USD) Bridge Facility Commitments**" means at any time the aggregate of the Interim SSN (USD) Bridge Facility Commitments, being £500,000,000 as at the date of this Agreement).

"**Total Interim Term Facility Commitments**" means at any time the aggregate of the Total Interim FRN (EUR) Bridge Facility Commitments, Total Interim SSN (EUR) Bridge Facility Commitments, Total Interim SSN (GBP) Bridge Facility Commitments and the Total Interim SSN (USD) Bridge Facility Commitments.

"**Transaction**" has the meaning given to that term in the Commitment Letter.

"**Transaction Documents**" means the Interim Finance Documents, the Acquisition Documents and (in each case) all documents and agreements relating to them.

"**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 (each acting reasonably).

"**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.

"**Treaty Interim Lender**" means, in relation to a payment by or in respect of a Borrower under a Finance Document, an Interim Lender which:

(a) is treated as a resident of a Treaty State for the purposes of the relevant Treaty and is entitled to the benefit of such Treaty;

(b) does not carry on a business in the UK through a permanent establishment with which that Interim Lender's participation in the Loan is effectively connected; and

(c) fulfils all other conditions which must be fulfilled in order to benefit from full exemption under the relevant Treaty and UK domestic law from Tax imposed by the UK on interest payable to that Interim Lender in respect of an advance under a Finance Document including the completion of all necessary procedural formalities.

"**Treaty State**" means a jurisdiction having a double taxation agreement (a "**Treaty**") in force with the United Kingdom which makes provision for full exemption from Tax imposed by the United Kingdom on interest.

"**UK Non-Bank Lender**" means an Interim Lender which gives a Tax Confirmation in the relevant documentation which it executes on becoming a Party as an Interim Lender.

"**Unpaid Sum**" means any sum due and payable but unpaid by any Obligor under the Interim Finance Documents.

"**US Code**" means the US Internal Revenue Code of 1986 (and any successor legislation thereto), as amended from time to time.

"**USD Central Bank Rate**" means the percentage rate per annum which is the aggregate of:

(a) the short-term interest rate target set by the US Federal Open Market Committee as published by the Federal Reserve Bank of New York from time to time or, if that target is not a single figure, the arithmetic mean of (i) the upper bound of the short-term interest rate target range set by the US Federal Open Market Committee and published by the Federal Reserve Bank of New York, and (ii) the lower bound of that target range; and

(b) the applicable USD Central Bank Rate Adjustment.

"**USD Central Bank Rate Adjustment**" means, in relation to the USD Central Bank Rate prevailing at close of business on any US Government Securities Business Day, the 20% trimmed arithmetic mean (calculated by the Interim Facility Agent) of the USD Central Bank Rate Spreads for the five (5) most immediately preceding US Government Securities Business Days for which Term SOFR is available.

"**USD Central Bank Rate Spread**" means, in relation to any US Government Securities Business Day, the difference (expressed as a percentage rate per annum) calculated by the Interim Facility Agent of (i) Term SOFR for that Business Day; and (ii) the USD Central Bank Rate prevailing at close of business on that US Government Securities Business Day.

"**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.

"**VAT**" means:

(a) any value added tax imposed by the United Kingdom 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) (as amended) and any national legislation implementing that Directive or any predecessor to it or supplemental to that Directive; and

(c) any other tax of a similar nature, whether imposed by the United Kingdom or in a Member State 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) "**determines**" or "**determined**" for the purpose of Clause 10 means a determination made acting reasonably and in good faith;

   (f) a "**disposal**" includes any sale, transfer, grant, lease, licence or other disposal, whether voluntary or involuntary, and "**dispose**" will be construed accordingly;

   (g) "**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) (other than to the extent the same is discounted or factored on a non-recourse basis);

      (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 business;

      (iv) the amount of any liability in respect of finance leases;

      (v) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

      (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 SSN Bridge Facilities under the SSN Bridge Facilities 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;

(h) 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;

(i) "**including**" means including without limitation, and "**includes**" and "**included**" shall be construed accordingly;

(j) "**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;

(k) "**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;

(l) "**a month**" means a period starting on one (1) 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) below 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; and

(ii) in relation to any Interest Period for any Interim Loan (or any other period for the accrual of commission or fees) in a Compounded Rate Currency for which there are rules specified as "*Business Day Conventions*" in respect of that currency in the applicable Compounded Rate Terms, those rules shall apply, and references to "**months**" shall be construed accordingly;

(m) 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;

(n) a "**Central Bank Rate**" shall include any successor rate to, or replacement rate for, that rate;

(o) 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;

(p) 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;

(q) 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;

(r) 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);

(s) 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;

(t) 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

(u) "**EUR**", "**euro**" and "**€**" denotes the single currency unit of the Participating Member States, "**GBP**", "**Sterling**" and "**£**" denotes the lawful currency of the United Kingdom and "**USD**", "**US Dollars**" and "**$**" 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 be in full force and effect and shall automatically and unconditionally amend, replace, waive and form part of this Agreement and shall be binding on all parties hereto, and shall override, amend, replace and waive anything relating to that currency in Schedule 12 (*Compounded Rate Terms*) (and, where applicable, Schedule 13 (*Daily Non-Cumulative Compounded RFR Rate*) or any earlier Compounded Rate Supplement or any other applicable terms of this Agreement in relation to such currency (and for the avoidance of doubt, to the extent such Latest Compounded Rate Supplement or any Benchmark Rate Change (or any provisions therein) is specified by its terms to take effect and apply on and from the first day of the next Interest Period or on and from another date, such provisions shall take effect automatically and unconditionally from such date)). 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 (acting reasonably) in order to facilitate or reflect any of the provisions contemplated by the Latest Compounded Rate Supplement or any such Benchmark Rate Change. 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 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. If "cash cover" or a "counter guarantee" has been provided, the relevant Bank Guarantee will be taken to be repaid for the purposes of this Agreement.

5. 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.

6. 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.

7. 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.

8. 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 (and/or any of its member states) or the United Kingdom that are applicable to such entity, including EU Regulation (EC) 2271/96.

(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.

9. Despite any other provision of any Interim Finance Document (including this Agreement) to the contrary:

(a) Topco's obligations and liabilities (present, future, actual or contingent), including to pay an amount under the Interim Finance Documents, are limited to, and may be discharged only from, and the recourse of the Interim Finance Parties to Topco is limited to, the aggregate amount actually received from the sale or realisation of the Charged Property owned by Topco (the "**Realisation Proceeds**");

(b) no Interim Finance Party may seek to recover any shortfall between the Realisation Proceeds paid or payable to it and the amount owing (the "**Amount Owing**") to it under the Interim Finance Documents by bringing any proceedings against Topco or applying to have Topco wound up or made subject to any insolvency proceeding (including any event of the type referred to in paragraphs 5 or 6 of Part III (*Major Events of Default*) of Schedule 5 (*Major Representations, Undertakings and Events of Default*);

(c) each Interim Finance Party irrevocably and unconditionally releases fully Topco from any liability or obligation in respect of any shortfall between the Amount Owing and the Realisation Proceeds;

(d) any non-payment of debt owing by Topco as a result of the operation of the provisions in this paragraph 9 will not result in Topco being subject to any Insolvency Event; and

(e) each Interim Finance Party shall reimburse to Topco any amount or recovery (in cash or in kind) that it may make from the assets of Topco in non-compliance with this paragraph 9,

provided however, the foregoing: (i) shall not prevent an Interim Finance Party from seeking injunctive relief or similar remedies in order to protect or preserve any of its rights or remedies under or in connection with the Interim Finance Documents in respect of the Charged Property; (ii) shall not prevent an Interim Finance Party from having recourse to the proceeds arising from the disposal by Topco of its Charged Property in breach of the terms of the Interim Finance Documents.

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 (a)(i) to (a)(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 (a)(i) to (a)(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

PART I
CONDITIONS PRECEDENT TO SIGNING

1. **Company and Topco**

(a) *Constitutional documents*: a copy of the constitutional documents of the Company and Topco.

(b) *Board approvals*: if required by law or by the constitutional documents or customary in the relevant jurisdiction of incorporation, a copy of a resolution of the board of directors or managers or equivalent body of the Company and Topco:

(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 the Company and Topco (signed by an authorised signatory):

(i) certifying that each copy document relating to it specified in paragraphs (a) to (c) 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 and the Agreed Security Principles, 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 each of the following documents duly executed by the Company and Topco (in each case to the extent they are a party to such document):

(a) the Fee Letters; and

(b) the Interim Security Document listed in the table below:

Name of Grantor	Interim Security Document	Governing law of Interim Security Document
Topco	A limited recourse security interest agreement in respect of (a) the shares in the capital of the Company and (b) structural intercompany receivables owed to Topco by the Company.	Jersey

3. **Legal Opinions**

(a) A legal opinion from A&O Shearman LLP as English law counsel to the Original Interim Lenders in respect of the enforceability of the Interim Finance Documents governed by English law.

(b) A legal opinion from Mourant Ozannes (Jersey) LLP as Jersey law counsel to the Interim Finance Parties in respect of the Company and Topco's capacity to enter into the Interim Finance Documents and the enforceability of the Interim Finance Documents governed by Jersey law.

4. **Announcement**

A copy of the draft Announcement **provided that** such Announcement shall not be required to be in a form and substance satisfactory to any Interim Finance Party nor subject to any other approval requirement.

5. **Reports**

The following reports (the "**Reports**"):

(a) buy-side legal due diligence report prepared by Paul, Weiss, Rifkind, Wharton & Garrison LLP;

(b) buy-side tax due diligence report prepared by PricewaterhouseCoopers;

(c) buy-side financial due diligence report prepared by PricewaterhouseCoopers;

(d) buy-side commercial due diligence report prepared by Oliver Wyman; and

(e) buy-side tax structure memorandum prepared by PricewaterhouseCoopers;

provided that:

(A) no reliance will be given on any of the Reports as a condition precedent to funding or otherwise; and

(B) to the extent the Company (in its sole and absolute discretion) elects to deliver any updated Reports to the Arrangers, Original Interim Lenders and Interim Facility Agent after the date of this Agreement, each such updated Report shall be deemed to be in form and substance satisfactory to the Arrangers, Interim Lenders and Interim Facility Agent if the final Reports are, in form and substance, substantially the same as the final versions or drafts (as applicable) received by the Arrangers prior to the date of the Commitment Letter or, if later, this Agreement, save for any changes which are not materially adverse to the interests of the Original Interim Lenders (taken as a whole) under the Interim Finance Documents or any other changes approved by the Interim Facility Agent (acting reasonably on the instructions of the Majority Interim Lenders (each acting reasonably) with such approval not to be unreasonably withheld, made subject to any condition or delayed). For the avoidance of doubt, the Company, Topco and/or the Equity Investors may update any due diligence (including any Report) from time to time and there shall be no requirement for any such updates to be provided to any Interim Finance Party (and failure to provide such updates shall not affect the satisfaction of this condition).

6. **Financial Information**

Base Case Model: a copy of the base case model, provided that to the extent the Company (in its sole and absolute discretion) elects to deliver an updated base case model to the Arrangers, Original Interim Lenders and Interim Facility Agent after the date of this Agreement, such updated base case model shall be deemed to be in form and substance satisfactory to the Arrangers, Interim Lenders and Interim Facility Agent if the final base case model is, in form and substance, substantially the same as the version received by the Arrangers prior to the date of the Commitment Letter or, if later, this Agreement, save for any changes which are not materially adverse to the interests of the Original Interim Lenders (taken as a whole) under the Interim Finance Documents or any other changes approved by the Interim Facility Agent (acting reasonably on the instructions of the Majority Interim Lenders (each acting reasonably) with such approval not to be unreasonably withheld, made subject to any condition or delayed).

7. **Other**

KYC: completion of the Interim Finance Parties' reasonable "know your customer" checks on the Company which are required and which (in each case) have been notified to the Obligors' Agent not later than five (5) Business Days prior to the date of this Agreement or if later, the date falling five (5) Business Days after the Interim Lenders receive notification of the incorporation of each such company.

PART II
CONDITIONS PRECEDENT TO INTERIM CLOSING DATE

1. **Acquisition Documents**

A certificate from the Company (signed by an authorised signatory) confirming that:

(a) either:

(i) in the case of a Scheme, the Scheme Effective Date has occurred; or

(ii) in the case of an Offer, the Offer Unconditional Date has occurred; and

(b) on or prior to the Interim Closing Date, the Minimum Equity Investment is not less than forty five (45) per cent. of the Minimum Equity Amount.

2. **Other**

(a) *Funds Flow Statement*: (only if a statement of sources and uses is not included in the Tax Structure Memorandum) 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 a 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 Fee Letters 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 in a Drawdown Request, the Funds Flow Statement or the Tax Structure Memorandum shall be deemed to be reasonable evidence such that this condition precedent is satisfactory to the Majority Interim Lenders.

SCHEDULE 4
GUARANTEE AND INDEMNITY

1. **Guarantee and indemnity**

Subject to the limitations set out in paragraph 11 (*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 11 (*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. **Immediate recourse**

(a) Each Guarantor waives any right it may have of first requiring any Interim Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Guarantor under this Schedule 4.

(b) This waiver applies irrespective of any law or any provision of an Interim Finance Document to the contrary.

7. **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.

8. **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.

9. **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.

10. **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.

11. **Guarantee Limitation**

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.

12. **Waiver of Jersey law customary rights**

Without prejudice to any rights of any Guarantor under the Interim Finance Documents, any right which at any time any Guarantor may have under the existing or future laws of Jersey (whether by virtue of the *droit de division*, the *droit de discussion* or otherwise) to require that:

(a) recourse be had to the assets of any other person before any claim is enforced against such Guarantor in respect of the obligations assumed by such Guarantor under or in connection with any Interim Finance Document is hereby waived; and

(b) any liability under any guarantee or indemnity given in or in connection with any Interim Finance Document be divided or apportioned with any other person or reduced in any manner whatsoever is hereby waived.

SCHEDULE 5
MAJOR REPRESENTATIONS, UNDERTAKINGS AND EVENTS OF DEFAULT

PART I
MAJOR REPRESENTATIONS

1. **Status**

It is a corporation or company incorporated with limited liability duly incorporated and validly existing under the laws of its place of incorporation.

2. **Power and Authority**

Subject to the Reservations and the Perfection Requirements:

(a) it has (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) it has (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; and

(c) it has the power to own its material assets and carry on its business as it is being conducted, 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 applicable to it in any material respect; or

(b) conflict with its constitutional documents in any material respect,

in each case, to an extent which would have a Material Adverse Effect.

4. **Binding Obligations**

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, the Company 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**

The Company 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 and/or right of set-off arising under the general business conditions in the ordinary course of day-to-day business, including with any bank with whom Topco or any Group Company maintains a banking relationship, including security and/or right of set-off 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, **provided** that if arising by reason of default by a Group Company, such default does not subsist for a period of more than forty-five (45) days;

(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**

The Company will not incur or allow to remain outstanding any financial indebtedness, other than:

(a) financial indebtedness incurred or not prohibited under the Transaction Documents (including Bank Guarantees);

(b) any financial indebtedness in relation to a Permitted Transaction or to facilitate a Permitted Payment;

(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) any Subordinated Shareholder Liabilities;

(e) loans made in the ordinary course of intra-Group cash pooling arrangements;

(f) any financial indebtedness arising under any non-speculative hedging transaction; 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) Topco will not dispose of any of its shares in the capital of the Company; and

(b) the Company will not (once acquired) dispose of any of its shares in the capital of the Target.

5. **Distributions**

The Company 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;

(b) redeem, purchase, defease, retire or repay any of its share capital;

(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 Investors or any of their Affiliates; or

(d) repay or pay any interest or other return on or in respect of any financial indebtedness (other than under the Interim Finance Documents),

in each case, except 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 and any Permitted Guarantee, the Company 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, the Company shall not be a creditor in respect of financial indebtedness other than as may arise under the Interim Finance Documents or the Subordinated Shareholder 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.

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 fee specified in paragraph 3 of the Revolving Facilities Fee Letter) in the manner required under the Interim Finance Documents unless, in the case of principal or interest, payment is made with three (3) Business Days of the due date and, in the case of the fee specified in paragraph 3 of the Revolving Facilities Fee Letter, payment is made within five (5) Business Days of the due date.

2. **Breach of Other Obligations**

The Obligors do not comply with any Major Undertaking (other than those referred to in paragraph 1 (*Payment Default*) above) or Topco 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 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 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 Obligors or Topco 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 Obligors or Topco 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) any of the Obligors or Topco 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 receiving a written notice from the Interim Facility Agent notifying it of that failure.

5. **Insolvency**

Any Obligor or Topco:

(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

(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 Obligors or Topco:

(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-eight (28) Business Days, or

(iii) any step or other matter set out in or contemplated by the Tax Structure Memorandum (other than any exit steps described therein).

7. **Change of control**

(a) The Equity Investors together cease to beneficially own (directly or indirectly) equity share capital having the right to cast more than fifty (50) per cent. of the votes capable of being cast in general meetings of the Company.

(b) The Equity Investors together cease to be able to appoint (directly or indirectly) a majority of the board of directors (or equivalent management body) of the Company.

(c) Topco ceases to beneficially own (directly) all of the issued equity share capital of the Company, provided that any shares issued to a Rollover Investor shall not for the purposes of this paragraph 7 constitute a Change of Control.

(d) Any sale of all or substantially all the assets of the Group (taken as a whole) to persons who are not Group Companies.

(e) For the purpose of this Agreement, "**Equity Investors**" means:

(i) the Sponsor Investors;

(ii) 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;

(iii) Rollover Investors; and

(iv) any other person approved by the Majority Interim Lenders (acting reasonably).

(f) For the purpose of this paragraph 7:

(i) any step, matter or transaction entered into in order to effect a Permitted Transaction under paragraph (c) of the definition thereof shall not constitute a Major Event of Default; and

(ii) any issue of shares by the Company to current or prospective employees or officers of the Group for the purposes of facilitating such current or prospective employees or officers rollover investment in the Group shall not constitute a Major Event of Default **provided that** (i) such roll over occurs on an intra-day basis and (ii) from the Business Day following such rollover, the test in paragraph (c) above shall continue to apply.

(iii) no breach of, or non-compliance with, any representation, warranty, undertaking or other term of any Interim Finance Documents and/or no action or omission or failure to take any action by any member of the Group, in each case, in connection with or arising as a direct or indirect result of any Interim Lender becoming and/or being a Sanctioned Lender (including, without limitation, the failure to make any payment to a Sanctioned Lender or to the Interim Facility Agent on behalf of the Sanctioned Lender) shall result in a Major Event of Default or constitute a breach of the Interim Finance Documents;

(iv) no act or omission on the part of any member of the Target Group (including any procurement obligation in relation to any member of the Target Group) or breach of any representation, warranty, undertaking or other term of (or Major Event of Default under) any Interim Finance Document by any member of the Target Group or any other circumstance relating to the Target Group shall result in a Major Event of Default or constitute a breach of the Interim Finance Documents;

(v) no breach of any representation, warranty, undertaking or other term of (or default or event of default under) any document relating to existing financing arrangements of or any instrument constituting, documenting or evidencing any indebtedness made available to or guaranteed or secured by any member of the Group, the Target Group and existing immediately prior to the Interim Closing Date arising as a direct or indirect result of any member of the Group, the Target Group entering into and/or performing its obligations under any Interim Finance Document or carrying out the Transaction or any other transactions contemplated by the Transaction Documents in connection with the Transaction shall result in a Major Event of Default or constitute a breach of the Interim Finance Documents; and

(vi) no Withdrawal Event shall result in a Major Event of Default or constitute a breach of the Interim Finance Documents.

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 10.9 (*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 10.9 (*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 any Interim Finance Party makes any claim (or an Obligor becomes aware that any Interim Finance Party may be entitled to make any claim) pursuant to Clause 10.1 (*Gross-up*), Clause 10.3 (*Tax indemnity*) or Clause 11.1 (*Increased Costs*); 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 by 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 (if applicable) 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 (if applicable) 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 25.4 (*Procedure for transfer*) and/or an Assignment Agreement complying with Clause 25.5 (*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 25.4 (*Procedure for transfer*) and Clause 25.5 (*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 if such Interim Lender is a Defaulting Lender, three (3) 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 (or if such Interim Lender is a Defaulting Lender, three (3) 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 Original 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 Original 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 Original 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 25.3 (*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 (*Impairment and Replacement of Interim Finance Parties,*) 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 Original 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 that it is:

    (a) [not a Qualifying Interim Lender;]

    (b) [a Qualifying Interim Lender (other than a Treaty Interim Lender);]

    (c) [a Qualifying Interim Lender by virtue of being a Treaty Interim Lender (on the assumption that all procedural formalities have been completed)].

9. [The Increase Lender confirms that the person beneficially entitled to interest payable to that Increase Lender in respect of an advance under an Interim Finance Document is either:

    (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; or

(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.] [1]

10. [The Increase Lender confirms that it holds a passport under the HMRC DTTP Scheme (reference number [•]) and is tax resident in [•][2], so that interest payable to it by borrowers is generally subject to full exemption from UK withholding tax and requests that Topco notify each Borrower which is a Party as a Borrower as at the Increase Date that it wishes that scheme to apply to the Interim Facilities Agreement.] [3]

11. 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.

12. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

13. 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.

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[1] Include if the Increase Lender comes within paragraph (b) of the definition of UK Qualifying Interim Lender.

[2] Insert jurisdiction of tax residence.

[3] Include if the Increase Lender holds a passport under the HMRC DT Treaty Passport scheme and wishes that scheme to apply to the Interim Facilities Agreement.

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;

(c) with respect to which an Insolvency Event has occurred and is continuing; or

(d) any Sanctioned Lender.

"**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 25.4 (*Procedure for transfer*) of the Interim Facilities Agreement:

   (a) subject to paragraph (b) of Clause 25.2 (*Transfers by Interim Lenders*), 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 25.4 (*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 25.3 (*Limitation of responsibility of Existing Interim Lenders*) of the Interim Facilities Agreement.

4. The New Interim Lender confirms that it is:

   (a) [not a Qualifying Interim Lender;]

   (b) [a Qualifying Interim Lender (other than a Treaty Interim Lender);]

   (c) [a Qualifying Interim Lender by virtue of being a Treaty Interim Lender (on the assumption that all procedural formalities have been completed)].

5. [The New Interim Lender confirms that the person beneficially entitled to interest payable to that New Interim Lender in respect of an advance under an Interim Finance Document is either:

   (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; or

(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.] [4]

6. [The New Interim Lender confirms that it holds a passport under the HMRC DTTP Scheme (reference number [•]) and is tax resident in [•][5], so that interest payable to it by borrowers is generally subject to full exemption from UK withholding tax and requests that Topco notify each Borrower which is a Party as a Borrower as at the Transfer Date that it wishes that scheme to apply to the Interim Facilities Agreement.] [6]

7. 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.

8. This Transfer Certificate and any non-contractual obligations arising out of or in connection with it are governed by English law.

9. 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.

[4] Include if the New Interim Lender comes within paragraph (b) of the definition of UK Qualifying Interim Lender.

[5] Insert jurisdiction of tax residence.

[6] Include if the New Interim Lender holds a passport under the HMRC DT Treaty Passport scheme and wishes that scheme to apply to the Interim Facilities Agreement.

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 25.5 (*Procedure for assignment*) of the Interim Facilities Agreement.

3. Subject to paragraph (b) of Clause 25.2 (*Transfers by Interim Lenders*), 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 paragraph (b) of Clause 25.2 (*Transfers by Interim Lenders*), 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 25.3 (*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 25.7 (*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 that it is:

    (a) [not a Qualifying Interim Lender;]

    (b) [a Qualifying Interim Lender (other than a Treaty Interim Lender);]

    (c) [a Qualifying Interim Lender by virtue of being a Treaty Interim Lender (on the assumption that all procedural formalities have been completed)].

11. [The New Interim Lender confirms that the person beneficially entitled to interest payable to that New Interim Lender in respect of an advance under an Interim Finance Document is either:

(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; or

(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.] [7]

12. [The New Interim Lender confirms that it holds a passport under the HMRC DTTP Scheme (reference number [•]) and is tax resident in [•][8], so that interest payable to it by borrowers is generally subject to full exemption from UK withholding tax and requests that Topco notify each Borrower which is a Party as a Borrower as at the Transfer Date that it wishes that scheme to apply to the Interim Facilities Agreement.] [9]

13. 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.

14. 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.

15. This Assignment Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

16. 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.

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[7] Include if the New Interim Lender comes within paragraph (b) of the definition of UK Qualifying Interim Lender.

[8] Insert jurisdiction of tax residence.

[9] Include if the New Interim Lender holds a passport under the HMRC DT Treaty Passport scheme and wishes that scheme to apply to the Interim Facilities Agreement.

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 paragraph (b) of 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 euro, Sterling and US Dollars, 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 issuing that Bank Guarantee;

(b) it specifies the Interim Facility pursuant to which the Bank Guarantee is being issued;

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

(d) the currency of the Bank Guarantee requested is in an Approved Currency or any other currency agreed between the Obligors' Agent and the applicable Issuing Bank;

(e) the form of Bank Guarantee is attached;

(f) the delivery instructions for the Bank Guarantee are specified;

(g) where such Bank Guarantee is requested pursuant to the Interim Revolving Facility, 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.

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 issued pursuant to the Interim Revolving Facility 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 issued pursuant to the Interim Revolving Facility 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 or Interim Lender (as applicable) 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 in respect of a Bank Guarantee issued pursuant to the Interim Revolving Facility, a Bank Guarantee fee in GBP computed at the rate equal to thirty (30) per cent of 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 0.0875 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 Lender shall immediately on demand indemnify the relevant Issuing Bank against such Interim 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 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 Lender's fraud, negligence, wilful misconduct or breach of the terms of this Agreement).

(d) The obligations of each Interim 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 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].

"**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 [●][10].

"**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.

(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.

[10] Expiry date of a Bank Guarantee may fall on any date requested by the Borrower, including a date after the Expiry Date.

4. **Payments**

All payments under this Letter of Credit shall be made in [GBP] 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 and any non-contractual obligations arising out of or in connection with it are 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 ORIGINAL INTERIM LENDERS

Name of Original Interim Lender	Interim FRN (EUR) Bridge Facility Commitment (£)	Interim SSN (EUR) Bridge Facility Commitment (£)	Interim SSN (GBP) Bridge Facility Commitment (£)	Interim SSN (USD) Bridge Facility Commitment (£)	Interim Revolving Facility Commitment (£)	Qualifying Interim Lender Status[11]	Jurisdiction of Tax Residence and (if applicable) HMRC DTTP Scheme Reference Number
Barclays Bank PLC	202,500,000.00	360,000,000.00	112,500,000.00	112,500,000.00	292,500,000.00	UK2	United Kingdom
Crédit Agricole Corporate and Investment Bank	180,000,000.00	320,000,000.00	100,000,000.00	100,000,000.00	260,000,000.00	UK3	France 5/C/222082/DTTP
Citibank, N.A., London Branch	-	-	-	-	260,000,000.00	UK2	United States of America
Citicorp North America Inc.	180,000,000.00	320,000,000.00	100,000,000.00	100,000,000.00	-	UK3	United States of America 13/C/62301/DTTP
Standard Chartered Bank	180,000,000.00	320,000,000.00	100,000,000.00	100,000,000.00	260,000,000.00	UK2	United Kingdom
Lloyds Bank Plc	157,500,000.00	280,000,000.00	87,500,000.00	87,500,000.00	227,500,000.00	UK2	United Kingdom
TOTAL	**£900,000,000**	**£1,600,000,000**	**£500,000,000**	**£500,000,000**	**£1,300,000,000**	-	-

11 In accordance with paragraph (b) of Clause 10.6 (*Interim Lender Status Confirmation*): (i) "**UK1**" means an Interim Lender that is not a Qualifying Interim Lender; (ii) "**UK2**" means an Interim Lender that is a Qualifying Interim Lender (other than a Treaty Interim Lender); and (iii) "**UK3**" means an Interim that is a Qualifying Interim Lender by virtue of being a Treaty Interim Lender (on the assumption that all procedural formalities have been completed).

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 or by any other Interim Finance Party which agrees to do so in place of the Interim Facility Agent) of the Central Bank Rate Spreads for the five (5) 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 (or by any other Interim Finance Party which agrees to do so in place of 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 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*) and/or the Latest Compounded Rate Supplement.
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 (4) decimal places and if, in either case, that rate is less than zero (0), the Daily Rate shall be deemed to be such rate that the aggregate of the Daily Rate is zero (0).
Interest Periods:	Interest Period for paragraph (b) of Clause 8.3 (*Payment of interest*) - any period equal to or greater than the Lookback Period.
Lookback Period:	Five (5) RFR Banking Days.

Relevant Market:	The sterling wholesale market.
RFR:	The SONIA (sterling overnight index average) reference rate published on the Bank of England's website (currently at http://www.bankofengland.co.uk), or any successor sources for the sterling overnight index average identified as such by the Bank of England from time to time.
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 Compounded Rate Loan is the percentage rate per annum (without rounding, to the extent reasonably practicable for the Interim Finance Party performing the calculation, taking into account the capabilities of any software used for that purpose) calculated as set out below:

$$(UCCDR_i - UCCDR_{i-1}) \times \frac{dcc}{n_i}$$

where:

UCCDRi means the Unannualised Cumulative Compounded Daily Rate for that RFR Banking Day "**i**";

UCCDRi-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 (i) in the case of sterling 365, and (ii) in the case of any other currency, 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;

"**ni**" 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 the Interest Period is the result of the below calculation (without rounding, to the extent reasonably practicable for the Interim Finance Party performing the calculation, taking into account the capabilities of any software used for that purpose):

$$ACCDR \times \frac{tn_i}{dcc}$$

where:

ACCDR means the Annualised Cumulative Compounded Daily Rate for that Cumulated RFR Banking Day;

"**tni**" 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 period from and including the first RFR Banking Day of that Interest Period to, and including, that 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:

"**d0**" 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 d0, each representing the relevant RFR Banking Day in chronological order in the Cumulation Period;

"**DailyRatei-LP**" means, for any RFR Banking Day "**i**" during the Cumulation Period, the Daily Rate for the RFR Banking Day which is the applicable Lookback Period prior to that RFR Banking Day "**i**";

"**ni**" means, for any RFR Banking Day "**i**" during 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

"**tni**" has the meaning given to that term above.

SIGNATURE PAGES TO INTERIM FACILITIES AGREEMENT

TOPCO

____
for and on behalf of
EAGLE MIDCO 3 LTD
as Topco

Name:

Title:

Notice Details

Address: [redacted]

Email: [redacted]

Attention: [redacted]

With a copy to (which shall not constitute notice)

Address: [redacted]

Email: [redacted]

Attention: [redacted]

THE COMPANY, THE BORROWER AND THE GUARANTOR

____
for and on behalf of
EAGLE BIDCO LTD
as the Company, the Borrower
and the Guarantor

Name:

Title:

Notice Details

Address: [redacted]

Email: [redacted]

Attention: [redacted]

With a copy to (which shall not constitute notice)

Address: [redacted]

Email: [redacted]

Attention: [redacted]

THE ARRANGERS

____
for and on behalf of
BARCLAYS BANK PLC
as Arranger

Name: ____________________

Title: ____________________

Notice Details

Address: [redacted]

Email:

Attention:

THE ARRANGERS

____
for and on behalf of
CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK
as Arranger

____

Name: ____________________

Title: ____________________

Name: ____________________

Title: ____________________

Notice Details

Address: [redacted]

Email:

Attention:

THE ARRANGERS

____
for and on behalf of
CITIBANK, N.A., LONDON BRANCH
as Arranger

Name: ______________________

Title: ______________________

Notice Details

Address: [redacted]

Email:

Attention:

THE ARRANGERS

____
for and on behalf of
LLOYDS BANK PLC
as Arranger

Name: ______________________

Title: ______________________

Notice Details

Address: [redacted]

Email:

Attention:

THE ARRANGERS

____
for and on behalf of
STANDARD CHARTERED BANK
as Arranger

Name: ______________________

Title: ______________________

Notice Details

Address: [redacted]

Email:

Attention:

ORIGINAL INTERIM LENDERS

____
for and on behalf of
BARCLAYS BANK PLC
as Original Interim Lender

Name:

Title:

Notice Details

Address: [redacted]

Email:

Attention:

THE ORIGINAL INTERIM LENDERS

____________________________ ____________________________

for and on behalf of
CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK
as Original Interim Lender

Name: ____________________ Name: ____________________

Title: ____________________ Title: ____________________

Notice Details

Address: [redacted]

Email:

Attention:

ORIGINAL INTERIM LENDERS

____
for and on behalf of
CITIBANK, N.A., LONDON BRANCH
as Original Interim Lender

Name:

Title:

<u>Notice Details</u>

Address: [redacted]

Email:

Attention:

ORIGINAL INTERIM LENDERS

____
for and on behalf of
CITICORP NORTH AMERICA INC.
as Original Interim Lender

Name:

Title:

Notice Details

Address: [redacted]

Email:

Attention:

ORIGINAL INTERIM LENDERS

____
for and on behalf of
LLOYDS BANK PLC
as Original Interim Lender

Name:

Title:

<u>Notice Details</u>

Address: [redacted]

Email:

Attention:

ORIGINAL INTERIM LENDERS

____
for and on behalf of
STANDARD CHARTERED BANK
as Original Interim Lender

Name:

Title:

Notice Details

Address: [redacted]

Email:

Attention:

THE INTERIM FACILITY AGENT

____

for and on behalf of
BARCLAYS BANK PLC
as Interim Facility Agent

Name:

Title:

Notice Details

Address: [redacted]

Email:

Attention:

THE INTERIM SECURITY AGENT

____

for and on behalf of
BARCLAYS BANK PLC
as Interim Security Agent

Name:

Title:

Notice Details

Address: [redacted]

Email:

Attention:

APPENDIX E
Form of Accession Deed

THIS DEED POLL dated [•] (the "**Accession Deed**") is supplemental to a commitment letter dated [•] between [•] as the Company, [•] as Arranger[s] and [•] as Underwriter[s] (each as defined therein) (the "**Commitment Letter**").

1. Terms defined in the Commitment Letter have the same meanings when used in this Accession Deed.

2. This is an Accession Deed referred to in the Commitment Letter.

3. The Permitted Company Transferee named in the execution blocks to this Accession Deed hereby undertakes for the benefit of each other party to the Commitment Letter and the other Commitment Documents that with effect on and from the date of this Accession Deed (or, if the Commitment Documents have not been countersigned, the first date that any Commitment Document is countersigned by the Permitted Company Transferee) it will be bound by the terms of the Commitment Letter and the other Commitment Documents as if it had been an original party to the Commitment Letter and the other Commitment Documents in that capacity.

4. Our address and contact details for notices delivered under the Commitment Letter are:

   Address: [•]

   Email: [•]

   Attention: [•]

5. This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

THIS DEED POLL has been executed and delivered as a deed on the date stated at the beginning of this Accession Deed.

EXECUTED as a **DEED** by	)	
[•]	)	
acting by its authorised signatory under the	)	
authority of the company, in accordance with the	)	
laws of its jurisdiction of incorporation	)	______________________
		Authorised Signatory

ARRANGER

EXECUTED as a **DEED** by **BARCLAYS BANK PLC** acting by its authorised signatories in accordance with the laws of its jurisdiction of incorporation	)))))	[redacted] Name: [redacted] Title: [redacted]

in the presence of:

Name: [redacted]
(BLOCK CAPITALS)

[redacted]
(SIGNATURE OF WITNESS)

Address: [redacted]

Notice Details

Address: [redacted]

Email: [redacted]

Attention: [redacted]

UNDERWRITER

EXECUTED as a **DEED** by)
BARCLAYS BANK PLC)
acting by its authorised signatories)
in accordance with the)
laws of its jurisdiction of incorporation)

[redacted]

Name: [redacted]

Title: [redacted]

in the presence of:

Name: [redacted]

(BLOCK CAPITALS)

[redacted]

(SIGNATURE OF WITNESS)

Address: [redacted]

[redacted]

[redacted]

Notice Details

Address: [redacted]

Email: [redacted]

Attention: [redacted]

ARRANGER

EXECUTED as a **DEED** by **CITIBANK, N.A., LONDON BRANCH** acting by its authorised signatories in accordance with the laws of its jurisdiction of incorporation	)))))	[redacted] Name: [redacted] Title: [redacted]

Notice Details

Address: [redacted]

Email: [redacted]

Attention: [redacted]

UNDERWRITER

EXECUTED as a **DEED** by **CITIBANK, N.A., LONDON BRANCH** acting by its authorised signatories in accordance with the laws of its jurisdiction of incorporation	)))))	[redacted] Name: [redacted] Title: [redacted]

<u>Notice Details</u>

Address: [redacted]

Email: [redacted]

Attention: [redacted]

UNDERWRITER

EXECUTED as a **DEED** by **CITICORP NORTH AMERICA INC.** acting by its authorised signatories in accordance with the laws of its jurisdiction of incorporation	)))))	[redacted]
		Name: [redacted]
		Title: [redacted]

Notice Details

Address: [redacted]

Email: [redacted]

Attention: [redacted]

ARRANGER

EXECUTED as a **DEED** by)
STANDARD CHARTERED BANK)
acting by its authorised signatories)
in accordance with the)
laws of its jurisdiction of incorporation)

[redacted]

Name: [redacted]

Title: [redacted]

in the presence of:

[redacted]

(SIGNATURE OF WITNESS)

Name: [redacted]
(BLOCK CAPITALS)

Address: [redacted]
[redacted]
[redacted]

Notice Details

Address: [redacted]

Email: [redacted]

Attention: [redacted]

UNDERWRITER

EXECUTED as a **DEED** by)
STANDARD CHARTERED BANK)
acting by its authorised signatories)
in accordance with the)
laws of its jurisdiction of incorporation)

[redacted]

Name: [redacted]

Title: [redacted]

in the presence of:

Name: [redacted]
(BLOCK CAPITALS)

(SIGNATURE OF WITNESS)

Address: [redacted]
[redacted]
[redacted]

Notice Details

Address: [redacted]

Email: [redacted]

Attention: [redacted]

ARRANGER

EXECUTED as a **DEED** by)
LLOYDS BANK PLC)
acting by its authorised signatories)
in accordance with the)
laws of its jurisdiction of incorporation)

[redacted]

Name: [redacted]

Title: [redacted]

in the presence of:

[redacted]

(*SIGNATURE OF WITNESS*)

Name: [redacted]

(*BLOCK CAPITALS*)

Address: [redacted]

[redacted]

[redacted]

Notice Details

Address: [redacted]

Email: [redacted]

Attention: [redacted]

UNDERWRITER

EXECUTED as a **DEED** by)
LLOYDS BANK PLC)
acting by its authorised signatories)
in accordance with the)
laws of its jurisdiction of incorporation)

[redacted]

Name: [redacted]

Title: [redacted]

in the presence of:

Name: [redacted]
(BLOCK CAPITALS)

[redacted]
(SIGNATURE OF WITNESS)

Address: [redacted]

[redacted]

[redacted]

Notice Details

Address: [redacted]

Email: [redacted]

Attention: [redacted]

ARRANGER

EXECUTED as a **DEED** by)
CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK)
acting by its authorised signatories)
in accordance with the)
laws of its jurisdiction of incorporation)

[redacted]

Name [redacted]

Title: [redacted]

[redacted]

Name: [redacted]

Title:

<u>Notice Details</u>

Address: [redacted]

Email: [redacted]

Attention: [redacted]

UNDERWRITER

EXECUTED as a **DEED** by)
CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK)
acting by its authorised signatories)
in accordance with the)
laws of its jurisdiction of incorporation)

[redacted]

Name: [redacted]

Title: [redacted]

[redacted]

Name: [redacted]

Title:

Notice Details

Address: [redacted]

Email: [redacted]

Attention: [redacted]

We acknowledge and agree to the above.

THE COMPANY

EXECUTED as a **DEED** by
EAGLE BIDCO LTD

and signed by:

[redacted]

Name: [redacted]

Title: [redacted]

Date: 6 August 2026

Notice Details

Address: [redacted]

Email: [redacted]
Attention: [redacted]

With a copy to (which shall not constitute notice):

Address: [redacted]

Email: [redacted]

Attention: [redacted]