

**AMENDMENT AND RESTATEMENT AGREEMENT**

**DATED 24 DECEMBER 2024**

**RELATING TO AN INTERIM FACILITIES AGREEMENT DATED 29 NOVEMBER 2024**

ABC Technologies Acquisitions Limited  
(as Obligors' Agent)

Citibank, N.A London Branch,  
Citicorp North America, Inc.,  
Banco Santander, S.A., New York Branch,  
The Toronto-Dominion Bank,  
Bank of Montreal,  
Canadian Imperial Bank of Commerce,  
Deutsche Bank AG New York Branch,  
The Bank of Nova Scotia,  
National Westminster Bank Plc,  
Natwest Markets Plc,  
Mizuho Bank, Ltd.  
(as Original Interim Lenders)

Goldman Sachs Bank USA,  
JPMorgan Chase Bank, N.A.,  
Fifth Third Bank, National Association,  
ING Capital LLC,  
Natixis, New York Branch,  
National Bank of Canada.  
(as Acceding Original Lenders)

Citibank, N.A.  
(as Interim Facilities Agent)

and

Citibank, N.A.  
(as Interim Security Agent)

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THIS AGREEMENT (this “Agreement”) is dated 24 December 2024 and made between:

- (1) ABC Technologies Acquisitions Limited, incorporated as a private company under the laws of England and Wales with registered address Suite 1, 7th Floor 50 Broadway, London, United Kingdom, SW1H 0DB and registered with the Registrar of Companies for England and Wales with registration number 16078225 (“Bidco” or the “Obligors’ Agent”);
- (2) Citibank, N.A London Branch, Citicorp North America, Inc., Banco Santander, S.A., New York Branch, The Toronto-Dominion Bank, Bank of Montreal, Canadian Imperial Bank of Commerce, Deutsche Bank AG New York Branch, The Bank of Nova Scotia, National Westminster Bank Plc, Natwest Markets Plc, Mizuho Bank, Ltd (whether acting individually or together, the “Original Interim Lenders”);
- (3) Goldman Sachs Bank USA, JPMorgan Chase Bank, N.A., Fifth Third Bank, National Association, ING Capital LLC, Natixis, New York Branch, and National Bank of Canada, as acceding original lenders, acceding arrangers and acceding underwriters (whether acting individually or together, the “Acceding Original Lenders”);
- (4) Citibank, N.A. for itself and as agent of the other Interim Finance Parties (the “Interim Facilities Agent”); and
- (5) Citibank, N.A. for itself and as security agent of the other Interim Finance Parties (the “Interim Security Agent”).

## **RECITALS**

- (1) The Obligors’ Agent, the Interim Facilities Agent, the Interim Security Agent and the Original Interim Lenders, among others, entered into the Existing Interim Facilities Agreement (as defined below).
- (2) The parties to this Agreement have agreed to amend and restate the Existing Interim Facilities Agreement in accordance with Clause 25.1(a) thereof, with effect from the Effective Date in the manner appearing herein.

**IT IS AGREED** as follows:

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

In this Agreement:

“Effective Date” means the date of this Agreement.

“Existing Interim Facilities Agreement” means the Interim Facilities Agreement entered into between, among others, Bidco, Holdco, the Arrangers, the Underwriters, the Original Interim Lenders, the Interim Facilities Agent and the Interim Security Agent, dated 29 November 2024.

“Interim Facilities Agreement” means the Existing Interim Facilities Agreement, as amended and restated by this Agreement in the form set out in Schedule 1 (*A&R Interim Facilities Agreement*).

#### **1.2 Incorporation of defined terms and interpretation**

- (a) Unless a contrary indication appears, a term defined in the Interim Facilities Agreement has the same meaning in this Agreement.

- (b) The principles of construction set out in the Interim Facilities Agreement shall have effect as if set out in this Agreement.

### 1.3 **Clauses**

In this Agreement any reference to a “Clause” or a “Schedule” is, unless the context otherwise requires, a reference to a Clause of or a Schedule to this Agreement.

### 1.4 **Designation**

In accordance with the Interim Facilities Agreement, each of the Obligors’ Agent and the Interim Facilities Agent designate this Agreement as an ‘Interim Document’.

## 2. **AMENDMENT AND RESTATEMENT**

With effect from the Effective Date, the Existing Interim Facilities Agreement shall be amended and restated so that it shall be read and construed for all purposes as set out in Schedule 1 (*The A&R Interim Facilities Agreement*).

## 3. **CONTINUING OBLIGATIONS**

### 3.1 **Continuing obligations**

The provisions of the Existing Interim Facilities Agreement and the other Interim Documents shall, save as amended by this Agreement, continue in full force and effect and any reference in the Interim Facilities Agreement or any other Interim Finance Document to the Existing Interim Facilities Agreement or to any provision of the Existing Interim Facilities Agreement will be construed as a reference to the Interim Facilities Agreement, or that provision, as amended by this Agreement.

### 3.2 **Further assurance**

- (a) Each of the parties to this Agreement shall, at the request of the Obligors’ Agent or the Interim Facilities Agent (acting reasonably), and subject to the paragraphs below, do all such acts and things necessary or desirable to give effect to the transactions and amendments effected or to be effected pursuant to this Agreement.
- (b) The transactions and amendments and further assurances expressly contemplated by this Agreement shall be regarded as ‘Permitted Transactions’ for the purposes of the Interim Facilities Agreement and no breach of representation, warranty, undertaking or covenant under the Interim Documents or a default or Major Event of Default, however described, shall occur or be deemed to arise as a result of entering into this Agreement or implementing the transactions, documents, amendments and further assurances expressly contemplated by this Agreement.

## 4. **TRANSACTION EXPENSES**

The Obligors’ Agent shall (or shall procure that one of its Subsidiaries will) reimburse the Interim Facilities Agent and the Interim Security Agent for any costs and expenses incurred in connection with the amendments contemplated by this Agreement as and to the extent required by clause 13 (*Fees and Expenses*) of the Interim Facilities Agreement.

## 5. REPRESENTATIONS AND WARRANTIES

On the date of this Agreement, the Obligors' Agent makes the representations and warranties as are set out at part I (*Major Representations*) of schedule 6 (*Major Representations, Undertakings and Events of Default*) of the Interim Facilities Agreement and those representations shall be true in all respects (by reference to the facts and circumstances existing on the Effective Date).

## 6. ACCESSION

- (a) By signing this Agreement, each Acceding Original Lender:
- (i) agrees to become an Original Interim Lender, an Arranger and an Underwriter under, and to be bound by the terms of, the Interim Facilities Agreement as an Original Interim Lender, an Arranger and an Underwriter (including, for the avoidance of doubt, Clause 23.2(d) (*Transfers by Interim Lenders*) of the Interim Facilities Agreement);
  - (ii) confirms that it intends to incur liabilities under the Interim Documents in respect of the Interim Facilities, and agrees to commit and provide the Interim Commitments, each in the amount set out alongside its name in Schedule 2 (*Original Interim Lenders*) of the Interim Facilities Agreement; and
  - (iii) confirms (for the avoidance of doubt) that the Interim Facilities Agent has authority to execute on its behalf any consent, release, waiver or amendment that has been approved by or on behalf of the requisite Interim Lender or Interim Lenders in accordance with the Interim Facilities Agreement and that it is bound by that approval and decision and by the operations of any other provisions of this Agreement, the Interim Facilities Agreement and any other Interim Document in relation to such consent, release, waiver or amendment.
- (b) Each Acceding Original Lender shall assume the same obligations to, and acquire the same rights against, each Party under this Agreement and the Interim Facilities Agreement as an 'Original Interim Lender', an 'Arranger', and an 'Underwriter' as it would have assumed or acquired under each such agreement had it been an original party to the Interim Facilities Agreement in those capacities (as amended from time to time);
- (c) Each of the Parties, each Acceding Original Lender and the other Interim Finance Parties shall assume obligations towards one another and/or acquire rights against one another as such Party, such Acceding Original Lender and the other Interim Finance Parties would have assumed and/or acquired under the Interim Documents had that Acceding Original Lender been an 'Original Interim Lender', an 'Arranger' and an 'Underwriter' under the Interim Documents.

## 7. RIGHTS AND OBLIGATIONS OF THE INTERIM FINANCE PARTIES

The obligations of each Interim Finance Party under this Agreement and the other Interim Documents are several. Failure by an Interim Finance Party to perform its obligations under this Agreement or the other Interim Documents does not affect the obligations of any other Party under this Agreement or the other Interim Documents. No Interim Finance Party is responsible for the obligations of any other Interim Finance Party under this Agreement or the other Interim Documents.

## 8. MISCELLANEOUS

### 8.1 Incorporation of terms

The provisions of clause 19 (*Notices*), clause 25 (*Amendments and Waivers*), clause 27.1 (*Partial invalidity*), clause 27.2 (*Counterparts*) and clause 27.6 (*Third party rights*) of the Interim Facilities Agreement shall be incorporated into this Agreement as if set out in full in this Agreement and as if references in those clauses to “this Agreement” or “the Interim Documents” are references to this Agreement.

**9. GOVERNING LAW AND JURISDICTION**

- (a) 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.
- (b) Each party to this Agreement 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) and for the purpose of enforcement or any judgement against its assets, each party to this Agreement irrevocably submits to the jurisdiction of the English courts.
- (c) Each party to this Agreement:
  - (i) agrees that the courts of England are the most appropriate and convenient courts to settle any dispute and waives any objection to the courts of England on grounds of inconvenient forum or otherwise; and
  - (ii) agree that a judgement 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.

**SCHEDULE 1**

**A&R INTERIM FACILITIES AGREEMENT**

*[A&R Interim Facilities Agreement annexed overleaf]*

**SCHEDULE 1**  
**Conformed for Amendment and Restatement**

Date: 29 November 2024  
(as amended and restated by the Amendment and Restatement Agreement dated 24 December 2024)

**INTERIM FACILITIES AGREEMENT**

ABC Group Intermediate Holdings Inc.  
(as Holdco and Security Provider)

ABC Technologies Acquisitions Limited  
(as Bidco and a Borrower)

arranged by

Citibank, N.A.  
Banco Santander, S.A., New York Branch,  
TD Securities (USA) LLC,  
Bank of Montreal,  
CIBC World Markets Corp.,  
Deutsche Bank Securities Inc.,  
The Bank of Nova Scotia,  
Natwest Markets Plc,  
Mizuho Bank, Ltd,  
Goldman Sachs Bank USA,  
JPMorgan Chase Bank, N.A.,  
Fifth Third Bank, National Association,  
ING Capital LLC,  
Natixis, New York Branch,  
National Bank of Canada.  
(as Arrangers)

with

Citibank, N.A.  
(as Interim Facilities Agent)

and

Citibank, N.A.  
(as Interim Security Agent)



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THIS INTERIM FACILITIES AGREEMENT (this “Agreement”) is made on 29 November 2024 between:

- (1) Citibank, N.A., Banco Santander, S.A., New York Branch, TD Securities (USA) LLC, Bank of Montreal, CIBC World Markets Corp., Deutsche Bank Securities Inc., The Bank of Nova Scotia, Natwest Markets Plc, Mizuho Bank, Ltd., Goldman Sachs Bank USA, JPMorgan Chase Bank, N.A., Fifth Third Bank, National Association, ING Capital LLC, Natixis, New York Branch, and National Bank of Canada (whether acting individually or together, the “Arrangers”);
- (2) Citibank, N.A. London Branch, Citicorp North America, Inc., Banco Santander, S.A., New York Branch, The Toronto-Dominion Bank, Bank of Montreal, Canadian Imperial Bank of Commerce, Deutsche Bank Securities Inc., The Bank of Nova Scotia, Natwest Markets Plc, Mizuho Bank, Ltd., Goldman Sachs Bank USA, JPMorgan Chase Bank, N.A., Fifth Third Bank, National Association, ING Capital LLC, Natixis, New York Branch, and National Bank of Canada (whether acting individually or together, the “Underwriters”);
- (3) Citibank, N.A. London Branch, Citicorp North America, Inc., Banco Santander, S.A., New York Branch, The Toronto-Dominion Bank, Bank of Montreal, Canadian Imperial Bank of Commerce, Deutsche Bank AG New York Branch, The Bank of Nova Scotia, National Westminster Bank Plc, Natwest Markets Plc, Mizuho Bank, Ltd., Goldman Sachs Bank USA, JPMorgan Chase Bank, N.A., Fifth Third Bank, National Association, ING Capital LLC, Natixis, New York Branch, and National Bank of Canada (the “Original Interim Lenders”);
- (4) Citibank, N.A. for itself and as agent of the other Interim Finance Parties (the “Interim Facilities Agent”);
- (5) Citibank, N.A. for itself and as security agent of the other Interim Finance Parties (the “Interim Security Agent”);
- (6) ABC Group Intermediate Holdings Inc., a corporation existing under the laws of Ontario (the “Holdco” and the “Security Provider”); and
- (7) ABC Technologies Acquisitions Limited, incorporated as a private company under the laws of England and Wales with registered address Suite 1, 7th Floor 50 Broadway, London, United Kingdom, SW1H 0DB and registered with the Registrar of Companies for England and Wales with registration number 16078225 (“Bidco”, or a “Borrower” and the “Obligors’ 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. This Agreement hereby supersedes in its entirety that certain interim facilities agreement dated as of 27 November 2024 between, among others, Bidco and the Interim Facilities Agent (the “Original Agreement”) and such Original Agreement shall be of no further force or effect.

## 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 USD Term Facility Commitments (the “Interim USD Facility B”) which shall be available to be utilised in USD;
- (b) an interim term loan facility in an aggregate amount equal to the Total Interim EUR Term Facility Commitments (the “Interim EUR Facility B” and together with the Interim USD Facility B, the “Interim Facility B”) which shall be available to be utilised in EUR;
- (c) an interim bridge facility in an aggregate amount equal to the Total Interim USD Bridge Facility Commitments (the “Interim USD Bridge Facility”) which shall be available to be utilised in USD;
- (d) an interim bridge facility in an aggregate amount equal to the Total Interim EUR Bridge Facility Commitments (the “Interim EUR Bridge Facility” and together with the Interim USD Bridge Facility, the “Interim Bridge Facility”) which shall be available to be utilised in EUR; 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 USD or an Approved Currency.

## 2.2 Availability Periods

- (a) The undrawn Interim Commitments of each Interim Lender under an Interim Term Facility will be automatically cancelled and reduced to zero at 11:59pm in London on the last day of the Certain Funds Period.
- (b) The undrawn Interim Revolving Commitments of each Interim Lender under the Interim Revolving Facility will be automatically cancelled and reduced to zero on close of business in London 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 may, by two (2) Business Days’ prior written notice to the Interim Facilities Agent, at any time cancel any undrawn amount of the Interim Facilities.

## 3. The Making of the Interim Utilisations

### 3.1 Conditions Precedent – Interim Utilisations

- (a) The obligations of each Interim Lender to participate in each Interim Utilisation are subject only to the conditions precedent that on the date on which that Interim Utilisation is to be made:
  - (i) the Interim Facilities Agent has received or waived the requirement to receive all of the documents and evidence referred to in Schedule 4 (*Conditions Precedent*), where required, in form and substance satisfactory to it (acting reasonably or, as applicable, on the instructions of the Majority Interim Lenders (each acting reasonably));
  - (ii) no Change of Control pursuant to paragraph (a) or (b) of that defined term (except any Change of Control resulting from the Acquisition) has occurred;

- (iii) no Major Event of Default has occurred and is continuing; and
  - (iv) it has not, since the date on which such Interim Lender first became a party, become illegal for such Interim Lender to make, or to allow to remain outstanding that Interim Utilisation provided that such Interim Lender has notified the Obligors' Agent immediately upon becoming aware of the relevant issue in accordance with Clause 11.3 (*Illegality*), and provided further that such illegality alone will not excuse any other Interim Lender from participating in the relevant Interim Utilisation and will not in any way affect the obligations of any other Interim Lender.
- (b) The Interim Facilities Agent shall notify Holdco, Bidco 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 Facilities Agent to give that notification.

### 3.2 Certain Funds Period

Notwithstanding any other provision of any Interim Document, during the Certain Funds Period none of the Interim Finance Parties shall (i) (provided the conditions described in paragraph (a)(i) of Clause 3.1 (*Conditions Precedent – Interim Utilisations*) above have been satisfied or waived) refuse to participate in or make available any Interim Utilisation, (ii) be entitled to take any action to rescind, terminate or cancel this Agreement (or any provision hereof or obligation hereunder), any Interim Utilisation or Interim Commitment, (iii) exercise any right of set-off or counterclaim or similar right or remedy in respect of any Interim Utilisation or Interim Commitment, (iv) cancel or accelerate any Interim Utilisation or otherwise demand or require repayment or prepayment of any sum from any Obligor, (v) enforce (or instruct the Interim Security Agent to enforce) any Security Interest under any Interim Document, (vi) exercise any other right or remedy or take any other action or make or enforce any claim (in its capacity as an Interim Lender) which would directly or indirectly prevent any Interim Utilisation from being made, or (vii) make or enforce any claim under any indemnity or in respect of any payment obligation of any Obligor as set out in the Interim Documents, including, but not limited to, Clause 10 (*Taxes*), Clause 11.1 (*Increased Costs*), Clause 13 (*Fees and Expenses*) and Clause 14 (*Indemnities*), unless at any time any of the conditions (to the extent applicable in relation to such Interim Utilisation) in paragraphs (a)(ii) to (a)(iv) of Clause 3.1 (*Conditions Precedent – Interim Utilisations*) above are not satisfied (which, in respect of paragraph (a)(iv) of Clause 3.1 (*Conditions Precedent – Interim Utilisations*) above, shall allow the relevant Interim Lender to take such action in respect of itself only), 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 any Interim Facility B 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:
  - (i) financing or refinancing any amounts payable under or in connection with the Transactions and/or Transaction Documents (including any purchase price adjustments (however structured));

- (ii) to finance or refinance fees, costs, taxes (including stamp duties) and expenses related to or incurred or charged in connection with the Transactions and/or Transaction Documents;
- (iii) to refinance existing indebtedness of the ABC Group or the Target Group (including backstopping, replacing and/or providing cash-cover in respect of any letters of credit, guarantees or similar instruments or ancillary, revolving, working capital or local facilities or other arrangements) and any associated fees, costs, taxes and expenses, including any breakage costs, redemption premia and/or make-whole costs;
- (iv) any other purposes contemplated by the Structure Memorandum and/or the Funds Flow Statement; and/or
- (v) 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),

each such purpose set out in paragraphs (i) to (v) being an “Interim Facility B Purpose”.

- (b) The proceeds of any Interim Bridge Facility 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, any Interim Facility B Purpose.
- (c) 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) the refinancing and repayment of existing revolving credit or other working capital debt (including bridging to ABC Group or Target Group cash and refinancing, replacing, cash collateralising or back-stopping any existing ABC Group or Target Group debt);
  - (ii) the funding of capital expenditures;
  - (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) the funding operational restructurings and reorganisations of the Group;
  - (v) payments in respect of working capital relating to or arising in connection with an acquisition (including the Acquisition);
  - (vi) payment of transaction costs, tax, OID, fees (including any ticking fees), flex and financing costs, including VAT thereon; and/or

- (vii) any other purposes contemplated in the Structure Memorandum and/or the Funds Flow Statement.
- (d) The Borrower shall be entitled to advance any amount drawn by it under the Interim Facilities to a 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 (c) above.

#### 3.4 Bank Guarantees

The Interim Revolving Facility shall also be available for utilisation by way of Bank Guarantees. The provisions of Schedule 10 (*Bank Guarantees*) shall form part of this Agreement and bind each Party.

#### 3.5 Override

Notwithstanding any other term of this Agreement or any other Interim Document, other than sub-paragraph (d)(x) of Clause 22 (*Representations and Warranties; Undertakings*), (a) the steps or events set out in, or reorganisations specified in or expressly contemplated by, the Structure Memorandum (other than any exit steps described therein), the Transaction Documents (or, in each case, the actions or intermediate steps necessary to implement any of those steps, actions or events) and (b) the existence of the existing indebtedness of the ABC Group and/or the Target Group, in any case, shall not constitute, or result in, a breach of any representation, warranty, a breach of undertaking or other term in the Interim Documents or a default or a Major Event of Default, and each such event shall be expressly permitted under the terms of the Interim Documents.

#### 4. Obligor's Agent

- (a) Each Obligor and Holdco (other than Bidco), by its execution of this Agreement, irrevocably (to the extent permitted by law) appoints Bidco as Obligor's Agent to act severally on its behalf as its agent in relation to the Interim Documents and irrevocably (to the extent permitted by law) authorises:
  - (i) the Obligor's Agent on its behalf to supply all information concerning itself contemplated by the Interim Documents to the Interim Finance Parties and to give and receive all notices, instructions and other communications under the Interim Documents (including, where relevant, Drawdown Requests) and to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by any Obligor or Holdco notwithstanding that they may affect the Obligor or Holdco, without further reference to or the consent of that Obligor or Holdco (including, by increasing the obligations of such Obligor or Holdco howsoever fundamentally, whether by increasing the liabilities, guaranteed or otherwise); and
  - (ii) each Interim Finance Party to give any notice, demand or other communication to that Obligor or Holdco pursuant to the Interim Documents to the Obligor's Agent,

and in each case the Obligor or Holdco shall be bound as though the Obligor or Holdco 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 Obligor's Agent on behalf of that Obligor or Holdco.

- (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 Document on behalf of another Obligor or Holdco or in connection with any Interim Document (whether or not known to any other Obligor or Holdco and whether occurring before or after such other Obligor became an Obligor under any Interim Document) shall be binding for all purposes on that Obligor or Holdco as if that Obligor or Holdco had expressly made, given or concurred with it (to the extent permitted by law). In the event of any conflict between any notices or other communications of the Obligors' Agent and any other Obligor or Holdco, those of the Obligors' Agent shall prevail.
- (c) If (notwithstanding the fact that the guarantees granted under Clause 15 (*Security and Guarantee*) are and the Interim Security is, intended to guarantee and secure, respectively, all obligations arising under the Interim 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 Documents and/or any facility or amount made available under any of the Interim Documents, each Obligor and Holdco expressly confirms that the Obligors' Agent is authorised to confirm such guarantee and/or Interim Security on behalf of such Obligor and Holdco.
- (d) For the purpose of this Clause 4, each Obligor and Holdco 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) and from any restrictions 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 the application of any amount borrowed under this Agreement nor be responsible for the consequences of such application.
- (b) The obligations of each Interim Finance Party under the Interim 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 Documents.
- (d) No Interim Finance Party is responsible for the obligations of any other Interim Finance Party under the Interim Documents.
- (e) The rights of each Interim Finance Party under the Interim Documents are separate and independent rights.
- (f) An Interim Finance Party may, except as otherwise stated in the Interim Documents, separately enforce its rights under the Interim Documents.
- (g) A debt arising under the Interim Documents from an Obligor to an Interim Finance Party is a separate and independent debt in respect of which an Interim Finance Party shall be entitled to enforce its rights in accordance with paragraph (f) above. The rights of each Interim Finance Party include any debt owing to that Interim Finance Party under the Interim Documents and, for the avoidance of doubt, any part of an Interim Loan or any amount owed by an Obligor which relates to an Interim Finance Party's



participation in an Interim Facility or its role under an Interim Document (including any such amount payable to the Interim Facilities Agent on its behalf) is debt owing to that Interim Finance Party by that Obligor.

- (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) A Borrower (or the Obligors' Agent on its behalf) may borrow an Interim Loan by giving to the Interim Facilities 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) Unless the Interim Facilities Agent otherwise agrees, the latest time for receipt by the Interim Facilities Agent of a duly completed Drawdown Request is:
  - (i) in respect of an Interim Loan denominated in euros, Sterling or US Dollars, 11.00 a.m. (London time) one (1) Business Day before the proposed Drawdown Date; and
  - (ii) in respect of any other currency agreed between the Obligors' Agent and the Interim Facilities Agent (acting on the instruction of the relevant Interim Lenders), is 11.00 a.m. (London time) three (3) Business Days before the proposed Drawdown Date,

or in each case, such later time as may be agreed with the Interim Facilities Agent.

- (c) A Borrower may only draw:
  - (i) ten (10) Interim Facility B Loans under each Interim Facility B; and
  - (ii) ten (10) Interim Bridge Facility Loans under each Interim Bridge Facility.
- (d) The Interim Revolving Facility may not be drawn unless the Interim Term Facilities have been, or will be on the same date, drawn in full or in part (taking into account any cancellation in accordance with the terms of this Agreement).
- (e) No more than ten (10) 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, the Drawdown Date is a Business Day within the Certain Funds Period, and the amount in the relevant Base Currency of that Interim Term Loan does not exceed the corresponding Total Interim Commitments in respect of the applicable Interim Term Facility;
- (b) in the case of the Interim Revolving Facility:

- (i) the Drawdown Date is on or after the Interim Closing Date of an Interim Term Facility and is also 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 Amounts of all other outstanding Interim Revolving Facility Loans (but excluding any part of any Interim Revolving Facility Loan prepaid or due to be prepaid on or before the proposed Drawdown Date) does not exceed the Total Interim Revolving 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 Facilities 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 an Interim Facility B Loan in the proportion which its Interim Facility B Commitment bears to the applicable Total Interim Facility B Commitments immediately before the making of that Interim Facility B Loan.
- (c) Each Interim Lender will participate in an Interim Bridge Facility Loan in the proportion which its Interim Bridge Facility Commitment bears to the applicable Total Interim Bridge Facility Commitments immediately before the making of that Interim Bridge Facility Loan.
- (d) Each Interim Lender will participate in an Interim Revolving Utilisation in the proportion which its Interim Revolving Commitment bears to the Total Interim Revolving Commitments immediately before the making of that Interim Revolving Utilisation.
- (e) Each Interim Term 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 Term Facility.
- (f) Each Interim Revolving Facility Loan may be denominated in USD or an Approved Currency or any other currency agreed in writing by all the Interim Lenders under the Interim Revolving Facility.
- (g) If the applicable conditions set out in this Agreement have been met, each Interim Lender shall make its participation in each Interim Loan available to the Interim Facilities Agent for the account of a Borrower by the Drawdown Date through its Facility Office.

## 7. Repayment and Prepayment

### 7.1 Repayment

- (a) Each Borrower must repay all outstanding Interim Utilisations (together with all interest and all other amounts accrued or outstanding under or in connection with the Interim Documents) and the Interim Facilities shall be cancelled in full and the Interim

Commitments reduced to zero on the date (the “Final Repayment Date”) which falls 90 days after the Interim Closing Date or, if earlier:

- (i) the date of receipt by the Obligors’ Agent of a written demand (the “Acceleration Notice”) from the Interim Facilities 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; or
- (ii) the date of receipt by a member of the Group of net cash proceeds from utilisations made under the Long-term Financing Agreements corresponding to each Interim Facility B, each Interim Bridge Facility and the Interim Revolving Facility (free of any escrow or similar arrangements), in each case, in an aggregate principal amount of no less than all outstanding Interim Utilisations,

provided, that for the avoidance of doubt no Interim Commitments shall be cancelled during the Certain Funds Period solely as a result of any Long-term Financing Agreements being entered into.

- (b) In addition and subject to paragraph (h) below, an Obligor must repay each outstanding Interim Revolving Facility Loan on the last day of its Interest Period.
- (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 Facilities 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 Facilities Agent may, and shall if so directed by the Super Majority Interim Lenders, by notice to the Borrower, exercise or direct the Interim Security Agent to exercise any or all of its rights, remedies, powers or discretions under the Interim Documents.
- (f) Any part of the Interim Revolving Facility which is repaid (before the occurrence of any of the circumstances set out in paragraph (a) above) may be redrawn in accordance with the terms of this Agreement.
- (g) Amounts repaid under an Interim Term Facility cannot 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 a Borrower:
  - (i) on the same day that a maturing Interim Revolving Facility Loan is due to be repaid by a 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 relevant 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 the relevant 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 relevant 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 the relevant Borrower in or towards repayment of that Interim Lender's participation in the maturing Interim Revolving Facility Loan.
- (i) The Interim Finance Parties consent, 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) A Borrower (or the Obligors' Agent on its behalf) may:
  - (i) prepay the whole or any part of any outstanding Interim Utilisation in respect of a Term Rate Loan (including, for the avoidance of doubt, the whole or any part of any 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 three (3) Business Days' prior notice in writing to the Interim Facilities Agent, which notice may be revocable or subject to certain conditions; or

- (ii) prepay the whole or any part of any outstanding Interim Utilisation in respect of a Compounded Rate Loan (including, for the avoidance of doubt, the whole or any part of any 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 three (3) applicable RFR Banking Days' prior notice in writing to the Interim Facilities Agent, which notice may be revocable or subject to certain conditions,

unless in each case, on such shorter notice period as agreed between the Interim Facilities Agent (acting on the instructions of the Majority Interim Lenders) and the Obligors' Agent.

- (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 cannot be redrawn.
- (d) If a Change of Control (except any Change of Control resulting from the Acquisition) occurs:
  - (i) Bidco will promptly notify the Interim Facilities Agent upon becoming aware of that event;
  - (ii) the Interim Facilities will immediately be cancelled, no further Interim Utilisation may be requested under this Agreement, and the Interim Lenders shall not be obliged to fund an Interim Utilisation; and
  - (iii) all outstanding Interim Utilisations together with accrued interest, and all other amounts accrued under the Interim Documents, shall become due and payable immediately.

## 8. Interest

### 8.1 Calculation of interest - Term Rate Loans

The rate of interest on each Interim Loan that is a 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 - Compounded Rate Loans

- (a) In relation to each Interim Loan that is a Compounded Rate Loan in a 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 a Compounded Rate Loan in a Compounded Rate Currency is not an applicable RFR Banking Day in relation thereto, the rate of interest on that 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 any Interim Term Loan (or the Interest Period for each Interim Revolving Facility Loan), on the relevant Drawdown Date.
- (b) A Borrower shall select an Interest Period of one (1) month (or any other period agreed with the Interim Facilities Agent acting on the instruction of all the Interim Lenders) or any other period ending on the Final Repayment Date in respect of an Interim Utilisation that is a Term Rate Loan, or if the Interim Utilisation is in a Compounded Rate Currency, any Interest Period specified in respect of that currency in the applicable Compounded Rate Terms or any other period ending on the Final Repayment Date, in each Drawdown Request and (in relation to subsequent Interest Periods for any Interim Term Loan) thereafter no later than 11.00 a.m. (London time) two (2) Business Days prior to the end of the existing Interest Period for the relevant outstanding Interim Term Loan. If the Borrower does not select an Interest Period in the relevant Drawdown Request, the default Interest Period shall (subject to paragraph (d) below) be one (1) month (or, if the Interim Utilisation 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).
- (c) Each Borrower must pay accrued interest on (i) each Interim Loan that is a Term Rate Loan on the last day of each Interest Period or (ii) each Interim Loan that is a Compounded Rate Loan, on the last day of each Interest Period or if later, on the date falling three (3) applicable RFR Banking Days after the date on which the Interim Facilities 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 8.5(c) of Clause 8.5 (*Interest calculation*), and, in each case, on any date on which an Interim Loan is repaid or prepaid.
- (d) Notwithstanding paragraphs (a) and (b) above, no Interest Period will extend beyond the Final Repayment Date.
- (e) If an Interest Period would otherwise end on a day which is not a Business Day, in the case of a Term Rate Loan, 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) and in the case of a Compounded Rate Loan, the business day conventions as set out in the applicable Compounded Rate Terms, in each case, provided that no Interest Period will extend beyond the Final Repayment Date.
- (f) If there is a repayment, prepayment or recovery of all or any part of an Interim Loan that is not a Compounded Rate Loan or an Interim Loan denominated in USD other than on the last day of its Interest Period, each Borrower will pay the Interim Finance Parties promptly following demand their break costs (if any). The break costs will be the amount by which (i) the interest (excluding the Margin and disregarding any interest rate floor) which would have been payable at the end of the relevant Interest Period on the amount of the Interim Loan that is not a Compounded Rate Loan or an Interim Loan denominated in USD repaid, prepaid or recovered exceeds (ii) if positive, the amount of interest the Interim Lenders would have received by placing a deposit equal to the relevant amount with leading banks in the relevant interbank market for a period starting on the Business Day following receipt and ending on the last day of the relevant

Interest Period (the “Break Costs”). For the avoidance of doubt, no Break Costs shall apply to a Compounded Rate Loan or an Interim Loan denominated in USD.

#### 8.4 Interest on overdue amounts

If an Obligor fails to pay when due any amount payable by it under the Interim Documents, it must immediately on demand by the Interim Facilities Agent pay interest on the overdue amount from its due date up to the date of actual payment, both before, on and after judgment. Interest on an overdue amount is payable at a rate determined by the Interim Facilities 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. 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 Facilities Agent acting reasonably) but will remain immediately due and payable.

#### 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 US dollar-denominated Interim Loans (or, where practice in the relevant market differs, in accordance with that market practice).
- (b) The Interim Facilities Agent shall promptly notify each relevant Party of the determination of a rate of interest in respect of a Term Rate Loan.
- (c) The Interim Facilities Agent shall promptly upon a Compounded Rate Interest Payment becoming determinable notify:
  - (i) (such notification to be made no later than three (3) 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 Bidco 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 Compounded Rate Loan; and
  - (iii) the relevant Interim Lenders, the relevant Borrower and Bidco 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 Facilities Agent uses to provide such information.
- (d) This Clause 8.5 shall not require the Interim Facilities 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 Obligors' Agent and delivered in writing to the Interim Facilities 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 Document (including amending, replacing or supplementing Schedule 13 (*Compounded Rate Terms*) and/or Schedule 14 (*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 Obligors' Agent to the Interim Facilities Agent, may and shall be made provided that (unless otherwise agreed between the Obligors' Agent and the Majority Interim Lenders) either the Interim Facilities Agent has made a Prevailing Market Determination or no Super Majority Interim Lender Objection has occurred and is continuing in respect thereof.
- (b) If the Obligors' Agent requests the making of a Benchmark Rate Change, it shall notify the Interim Facilities Agent thereof and if such Benchmark Rate Change cannot be agreed upon by 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 Obligors' Agent to the Interim Facilities Agent), the Benchmark Rate applicable to any Interim Lender's share of an Interim Loan shall be replaced by the rate certified to the Interim Facilities Agent by that Interim Lender as soon as practicable (and in any event by the date falling two (2) Business Days before the date on which interest is due to be paid in respect of the relevant Interest Period) to be that which expresses as a percentage rate per annum the cost to the relevant Interim Lender of funding its participation in that Interim Loan in the relevant interbank market.
- (c) Notwithstanding the definitions of "*EURIBOR*", "*Term SOFR*" or "*Screen Rate*" in Schedule 1 (*Definitions and Interpretation*) or any other term of any Interim Document, the Interim Facilities Agent may from time to time (with the prior written consent of the Obligors' Agent) specify a Benchmark Rate Change for any currency for the purposes of the Interim Documents, and each Interim Lender authorises the Interim Facilities 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 Obligors' Agent 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 Documents;
- (iv) would result in any rights or benefits of any Obligor under the Interim 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.

## 9. Market Disruption

### 9.1 Absence of quotations

If the Funding Cost (other than for an Interim Loan denominated in USD) is to be determined by reference to the Reference Banks but a Reference Bank does not supply a quotation by 12.00 noon London time (or 12.00 noon Brussels time in the case of EURIBOR) 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 Loan (a “Disrupted Loan”):

- (a) the Funding Cost (other than for an Interim Loan denominated in USD) 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 London time (or 12.00 noon Brussels time in the case of EURIBOR) 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 50 per cent. of the amount of that Disrupted Loan notify the Interim Facilities Agent that by reason of circumstances affecting the relevant market generally the cost to those Interim Lenders of obtaining matching deposits in the relevant interbank market would be in excess of the Funding Cost,

the Interim Facilities Agent will promptly give notice of that event to the Obligor’s Agent and the Interim Lenders (a “Market Disruption Notice”).

### 9.3 Proposed Disrupted Loans

If a Market Disruption Notice is given in respect of a proposed Disrupted Loan, the interest rate applicable on each Interim Lender’s participation in that Disrupted Loan will be the rate certified by that Interim Lender to the Interim Facilities 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 to be made by it under the Interim 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 Facilities Agent. If the Interim Facilities 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 Facilities Agent receives such notification from the Obligors' Agent it shall promptly notify the relevant Interim Lender.
- (c) If an Interim Lender is not, or ceases to be, a Qualifying Interim Lender in respect of a payment payable to that Interim Lender, such Interim Lender shall promptly notify the Interim Facilities Agent. If the Interim Facilities Agent receives any such notification from an Interim Lender it shall promptly notify the relevant Obligor. Without prejudice to the foregoing, each Interim Lender shall promptly provide to the Interim Facilities Agent (if requested by the Interim Facilities 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 Facilities Agent may reasonably require to support any confirmation given pursuant to sub-paragraph (i) above,
- and until such time as an Interim Lender has complied with any request pursuant to this paragraph (c), the Interim Facilities 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 Documents.
- (d) Subject to the limitations and exclusions herein, if any Tax Deduction is required by law to be made by, or on behalf of, an Obligor from any payment under an Interim Document:
- (i) except as provided in Clause 10.2 (*Exceptions from gross-up*), the amount of the payment due from that Obligor under an Interim 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, within thirty (30) days after either a Tax Deduction or a payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction or payment shall deliver to the Interim Facilities Agent for the relevant Interim Lender evidence satisfactory to that Interim Lender (acting reasonably and in good faith) that the 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 (ii) if it delivers such evidence as soon as reasonably practicable after the expiry of such period.
- (e) Each Interim Lender shall promptly co-operate with each Obligor 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 that authorisation or, if an authorisation expires or otherwise ceases to have effect, promptly seek new authorisation.

- (f) Each Interim Lender shall promptly, upon reasonable request by the Borrower or the Interim Facilities Agent, 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 with the smallest Tax Deduction permitted by law).
- (g) Without limiting the generality of paragraphs (e) and (f):
  - (i)
    - (A) an Interim Lender which is an Original Interim Lender and that holds a passport under the HMRC DT Treaty Passport Scheme, and which wishes the HMRC DT Treaty Passport Scheme to apply to this Agreement, shall confirm its HMRC DT Treaty Passport Scheme reference number and its jurisdiction of tax residence opposite its name in Schedule 2 (*Original Interim Lenders*); and
    - (B) an Interim Lender which is not an Original Interim Lender and that holds a passport under the HMRC DT Treaty Passport Scheme, and which wishes the HMRC DT Treaty Passport Scheme to apply to this Agreement, shall confirm its HMRC DT Treaty Passport Scheme reference number and its jurisdiction of tax residence in the documentation which it executes on becoming a Party as an Interim Lender.
  - (h) If an Interim Lender has confirmed its HMRC DT Treaty Passport Scheme reference number and its jurisdiction of tax residence in accordance with paragraph (g) above and:
    - (i) a Borrower making a payment to that Interim Lender has not made a Borrower DTTP Filing in respect of that 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 DT Treaty Passport Scheme reference number has been withdrawn or expired;
      - (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 thirty (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 cooperate in completing any additional procedural formalities necessary for the Borrower to obtain authorisation to make that payment without a Tax Deduction.

- (i) If an Interim Lender has not confirmed its HMRC DT Treaty Passport Scheme reference number and jurisdiction of tax residence in accordance with paragraph (g) above, no Obligor shall make a Borrower DTTP Filing or file any other form relating to the HMRC DT Treaty Passport Scheme in respect of that Interim Lender's Interim Commitment(s) or its participation in any Interim Loan unless the Interim Lender otherwise agrees.
- (j) A Borrower shall, promptly on making a Borrower DTTP Filing, deliver a copy of that Borrower DTTP Filing to the Interim Facilities Agent for delivery to the relevant Interim Lender.
- (k) A Non-Bank Lender shall promptly notify the Parent and the Interim Facilities Agent if there is any change in the position from that set out in the Tax Confirmation.
- (l) If:
  - (i) a Tax Deduction should have been made in respect of a payment made by or on account of an Obligor (such payor being the "Relevant Obligor") to an Interim Finance Party under an Interim Document and 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 Interim Facilities Agent) reimburse that Relevant Obligor for the amount of the Tax Deduction that should have been 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 pay or any delay in paying such Tax Deduction in circumstances where either:

- (A) the Relevant Obligor (or the Interim Facilities Agent, if it is the applicable withholding agent) was unaware, and could not reasonably be expected to have been aware, that the Tax Deduction was required and as a result does not make the Tax Deduction or made a Tax Deduction at a reduced rate; and
- (B) in reliance on the notifications and confirmations provided by the relevant Interim Finance Party pursuant to Clause 10.5 (*Interim Lender Status Confirmation*), the Relevant Obligor (or the Interim Facilities Agent, if it is the applicable withholding agent) did not make such Tax Deduction or made a Tax Deduction at a reduced rate; and/or
- (C) any Interim Finance Party has not complied with its obligations under paragraphs (b) or (c) (as applicable) of this Clause 10.1 and as a result the Relevant Obligor (or the Interim Facilities Agent, if it is the applicable withholding agent) did not make such Tax Deduction or made a Tax Deduction at a reduced rate,

then the Interim Lender that received the payment in respect of which the relevant Tax Deduction should have been made or made at a higher rate undertakes to promptly upon a request by that Relevant Obligor (or the Interim Facilities Agent) reimburse that Relevant Obligor (or the relevant member of the Group, as applicable) for the amount of such penalty, interest and expenses. Any member of the Group shall be entitled to set-off any amount or payment due from an Interim Lender pursuant to this paragraph

(l) against any amount or payment owed by a member of the Group (and, in the event of any such set-off by a member of the Group, for the purposes of the Interim Documents, the Interim Facilities Agent, or, as the case may be, the 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*) if, on the date the payment falls due:
- (i) the relevant 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);
  - (ii) such Tax Deduction is the result of, or has been increased by, that Interim Lender's failure to comply with its obligations under paragraphs (e),(f) or (g) of Clause 10.1 (*Gross-up*) or Clause 10.5 (*Interim Lender Status Confirmation*);
  - (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) 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 a certified copy of that Direction; and
    - (B) the payment could have been made to the Interim Lender without any Tax Deduction if that Direction had not been made; or
  - (iv) 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 Obligor; and
    - (B) the payment could have been made to the Interim Lender without any Tax Deduction if the Interim Lender had given a Tax Confirmation to the Obligor, on the basis that the Tax Confirmation would have enabled the Obligor to have formed a reasonable belief that the payment was an "excepted payment" for the purpose of section 930 of the ITA.
- (b) No Obligor will be obliged to make a payment or any increased payment pursuant to this Clause 10 with respect to a payment by it of a liability due for payment by another Obligor to the extent that, had the payment been made by that other Obligor, a Tax Deduction would have been required to be made for which that other Obligor would not have been obliged to make a payment or increased payment pursuant to this Clause 10.

## 10.3 Tax indemnity

- (a) The Obligors' Agent shall (or procure payment) (within the later of ten (10) Business Days of written demand by the Interim Facilities Agent and (ii) five (5) Business Days before the relevant loss, liability or cost will be suffered) pay to an Interim Finance

Party an amount equal to the loss, liability or cost which that Interim Finance Party determines (acting reasonably and in good faith) has been suffered for or on account of Tax by that Interim Finance Party in relation to a payment received or receivable from an Obligor under an Interim Document.

- (b) Paragraph (a) above shall not apply:
- (i) to any Tax assessed on an Interim Finance Party under the law of the jurisdiction (or jurisdictions) (or any political subdivision thereof) in which:
    - (A) that Interim Finance Party is incorporated or, if different, 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 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, profit or gains or net or gross receipts 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) to the extent a loss or liability:
    - (A) is compensated for by 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 10.6 (*Stamp Taxes*) or Clause 10.7 (*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 paragraphs (e), (f) or (g) of Clause 10.1 (*Gross-up*) or Clause 10.5 (*Interim Lender Status Confirmation*);
    - (F) is increased as a result of the relevant Interim Finance Party not complying with paragraph (c) below;

- (G) (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
  - (H) 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 Facilities Agent on becoming aware of the event which has given, or will give, rise to the claim.
  - (d) An Interim Finance Party shall, on receiving a payment from an Obligor under this Clause 10.3, notify the Interim Facilities Agent.

#### 10.4 Tax Credit

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 or group 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, that Interim Finance Party and/or the applicable Affiliate shall pay to that Obligor within five (5) Business Days upon utilisation of any Tax Credit or similar Tax benefit an amount which that Interim Finance Party determines (acting reasonably and in good faith) will leave such Interim Finance Party or the applicable 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 by the Obligor. The provisions of this Clause 10.4 (*Tax Credit*) 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 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 Facilities Agent and the relevant Obligor promptly on completion of all such formalities.
- (b) Each Original Interim Lender shall confirm in Schedule 2 (*Original Interim Lenders*) 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 (assuming the completion of any procedural formalities).
- (c) Each Interim Lender which becomes a Party after the date of this Agreement shall indicate, in the Transfer Certificate or Assignment Agreement 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 (assuming the completion of any procedural formalities).
- (d) Each Interim Lender shall promptly after becoming an Interim Lender under this Agreement and from time to time thereafter (but in any event at least five (5) Business Days prior to the next interest payment date) promptly submit any forms and documents and complete any procedural formalities as may be necessary (at any time) for each Obligor to obtain and maintain authorisation (at all times) to make payments under this Agreement without having to make a Tax Deduction or with the minimum possible Tax Deduction.
- (e) Upon written request of any Obligor to an Original Interim Lender (such request to be given no later than five (5) Business Days before the first interest payment date), that Interim Lender shall promptly provide written confirmation, before the first interest payment date, in which of the following categories it falls:
  - (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 (assuming the completion of any procedural formalities).
- (f) If a New Interim Lender fails to indicate its status in accordance with this Clause 10.5 then such New Interim Lender 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 Facilities Agent which category applies (and the Interim Facilities Agent, upon receipt of such notification, shall inform the Obligors' Agent). For the avoidance of doubt, a Transfer Certificate or Assignment Agreement shall not be invalidated by any failure of an Interim Lender to comply with this Clause 10.5.

#### 10.6 Stamp Taxes

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

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

#### 10.7 Value added taxes

- (a) All amounts expressed to be payable under an Interim Document by any Party to an Interim Finance Party which (in whole or in part) constitute the consideration for a supply or supplies for VAT purposes shall be deemed to be exclusive of any VAT



which is chargeable on such supply or supplies and accordingly, subject to paragraph (b) below if VAT is or becomes chargeable on any supply or supplies made by any Interim Finance Party to any Party in connection with an Interim 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 and at the same time as paying the consideration for that supply or supplies) an amount equal to the amount of the VAT (upon such Interim Finance Party providing an appropriate VAT invoice to such Party); 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).

- (b) If VAT is or becomes chargeable on any supply made by any Interim Finance Party (the “Supplier”) to any other Interim Finance Party (the “Recipient”) under an Interim Document, and any Party other than the Recipient (the “Relevant Party”) is required by the terms of any Interim Document to pay an amount equal to the consideration for that supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):
  - (i) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Relevant Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this paragraph (i) applies) promptly pay to the Relevant Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient determines (acting reasonably and in good faith) 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 determines (acting reasonably and in good faith) that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.
- (c) Where an Interim 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 receives repayment in respect of the VAT from the relevant tax authority.
- (d) Any reference in this Clause 10.7 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).

- (e) In relation to any supply made by an Interim Finance Party to any Party under an Interim 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.

## 10.8 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 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.

## 10.9 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 Facilities Agent, and the Interim Facilities Agent shall notify the other Interim Finance Parties.

## 11. Change in Circumstances

### 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 party to this Agreement, or compliance with any law, regulation or treaty made after the date on which it becomes party to this Agreement, 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 Facilities 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 appropriate supporting evidence; and
  - (ii) within 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) The Obligors' Agent will not 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 10.3 (*Tax indemnity*) (or would have been so compensated for under Clause 10.3 (*Tax indemnity*) but was not so compensated but for an exclusion in Clause 10.3 (*Tax indemnity*));
  - (ii) to the extent already compensated for by a payment under Clause 10.6 (*Stamp Taxes*) or Clause 10.7 (*Value added taxes*) or would have been so compensated for under that Clause but was not so compensated because any of the exceptions set out in the relevant Clause applied);
  - (iii) attributable to a change (whether of basis, timing or otherwise) in the Tax on the overall net income of the Claiming Party (or any Affiliate of it) or of the branch or office through which it participates in an Interim Loan;
  - (iv) attributable to the breach by the Claiming Party of any law, regulation or treaty or any Interim Document;
  - (v) attributable to a Tax Deduction required by law to be made by any Obligor;

- (vi) 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;
  - (vii) 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);
  - (viii) attributable to any Bank Levy (or any payment attributable to, or liability arising as a consequence of, a Bank Levy);
  - (ix) attributable to 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 (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.
  - (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 Document; or

- (C) a reduction in the rate of return 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 Document or making or maintaining its participation in any Interim Loan.

## 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)(iv) of Clause 3.1 (*Conditions Precedent – Interim Utilisations*) 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 Documents to an Affiliate or changing its Facility Office or transferring its Interim Commitments and participation (if any) 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 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 under the Interim Documents.

## 11.3 Illegality

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

- (a) that Interim Finance Party shall promptly so notify the Interim Facilities Agent and the Obligors' Agent upon becoming aware of the event; and
- (b) following such notification, the Obligors' Agent shall 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 Documents and that Interim Finance Party's Interim Commitments 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 an earlier date is otherwise agreed or required by the Obligors' Agent, provided that on or prior to such date the relevant Borrower shall have the right to require that Interim Lender to transfer its Interim Commitments and participation in each Interim Utilisation to another bank, financial institution or other person nominated for such purpose by that Borrower 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 Document, on each date on which payment is to be made by any Party (other than the Interim Facilities Agent) under an Interim Document, such Party shall pay, in the required currency, the amount required to the Interim Facilities Agent, for value on the due date at such time and in such funds as the Interim Facilities Agent, may specify to the Party concerned as being required 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 Facilities Agent for that purpose in the principal financial centre of the country of the relevant currency (or, in relation to euro or US Dollars, London).
- (b) Each payment received by the Interim Facilities Agent under the Interim 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 Facilities 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 with a bank in the principal financial centre of the country of that currency (or, in relation to euro or US Dollars, London) as that Party may notify to the Interim Facilities Agent by not less than five (5) Business Days' notice.
- (c) Upon the expiry of the Certain Funds Period, the Interim Facilities Agent may with the consent of the Obligors' Agent (or in accordance with Clause 18 (*Set-off*)) apply any amount received by it for a Borrower in or towards payment (as soon as practicable after receipt) of any amount then due and payable by such Borrower under the Interim 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 in respect of an Interim Facility and payment of any sum due from an Obligor under any Interim Documents shall be made in the relevant 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 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 Facilities Agent under any Interim Document for the account of another person (the “**Payee**”), the Interim Facilities Agent is not obliged to pay that amount to the Payee until the Interim Facilities Agent is satisfied that it has actually received that amount.
- (b) If the Interim Facilities Agent nonetheless pays that amount to the Payee (which it may do at its discretion) and the Interim Facilities Agent had not in fact received that amount, then the Payee will on demand refund that amount to the Interim Facilities Agent (together with interest on that amount at the rate determined by the Interim Facilities Agent to be equal to the cost to the Interim Facilities Agent of funding that amount for the period from payment by the Interim Facilities Agent until refund to the Interim Facilities Agent of that amount), provided that no Obligor will have any obligation to refund any such amount received from the Interim Facilities Agent and paid by it (or on its behalf) to any third party for a purpose set out in Clause 3 (*The Making of the Interim Utilisations*).

#### 12.4 No set-off or counterclaim

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

#### 12.5 Business Days

- (a) Other than where paragraph (c) applies, if any payment would otherwise be due under any Interim 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.
- (c) If payment 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.

#### 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 Document to, and any obligations arising under any Interim Document in, the currency of that country shall be translated into,

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

## 12.7 Application of moneys

- (a) If the Interim Facilities Agent receives a payment that is insufficient to discharge all amounts then due and payable by an Obligor under any Interim Document, the Interim Facilities Agent shall apply that payment towards the obligations of such Obligor under the Interim Documents in the following order:
  - (i) first, in payment *pro rata* of any fees, costs and expenses of the Agents, any Receiver, Delegate, the Arrangers and the Issuing Bank due but unpaid;
  - (ii) second, in payment *pro rata* of any fees, costs and expenses of the Interim Lenders, and any accrued interest thereon, due but unpaid;
  - (iii) third, in payment *pro rata* of any accrued interest in respect of the Interim Documents, due but unpaid;
  - (iv) fourth, in payment *pro rata* of any principal due but unpaid under the Interim Documents and any amount due but unpaid under paragraph (g) (*Indemnities*) of Schedule 10 (*Bank Guarantees*);
  - (v) fifth, in payment *pro rata* of any other amounts due but unpaid under the Interim Documents; and
  - (vi) the balance, if any, in payment to the relevant Obligor.
- (b) The Interim Facilities Agent shall, if directed by all the Interim Lenders, vary the order set out in paragraphs (a)(ii) to (a)(v) inclusive above.
- (c) Any such application by the Interim Facilities 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 Facilities 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 Facilities Agent, within 10 Business Days of demand, for the account of the Interim Finance Parties the amount of all reasonable costs and expenses (including reasonably incurred legal fees) properly incurred by them or any of their Affiliates in connection with the negotiation, preparation, printing, execution and perfection (to the extent applicable) of any Interim Document and other documents contemplated by the Interim Documents executed after the date of this Agreement, subject always to any limits as agreed between the Obligors' Agent and the Arrangers from time to time, **provided that** if the Interim Facility is 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 10 Business Days of demand, the amount of all costs and expenses (including reasonably incurred legal fees) properly incurred by it in connection with the enforcement of, or the preservation of any rights under, any Interim 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 Facilities Agent, within 10 Business Days of demand, all reasonable costs and expenses (including reasonably incurred legal fees) properly incurred by the Interim Facilities Agent or Interim Security Agent in connection with responding to, evaluating, negotiating or complying (to the extent applicable) 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 Obligors' Agent shall pay (or procure that another Group Company will) pay to the Interim Facilities Agent for the account of each Interim Revolving Facility Lender, a fee in USD computed at the rate of zero point five (0.5) per cent. per annum of the average daily undrawn portion of the Interim Revolving Facility Commitments of the Interim Revolving Facility Lenders (other than any Interim Revolving Facility Lender which is a Defaulting Lender) for the period commencing on (and including) the Interim Closing Date and ending on the last day of the Interim Revolving Facility Availability Period.
- (b) The accrued commitment fee under paragraph (a) above is payable on the last day of the Interim Revolving Facility Availability Period and, if cancelled in full, on the cancelled amount of the relevant Interim Revolving Facility Lender's Interim Revolving Facility Commitment at the time the cancellation is effective.
- (c) No commitment fee is payable to the Interim Facilities Agent (for the account of an Interim Revolving Facility Lender) on any unutilised and uncanceled 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 unless the Interim Closing Date occurs.

#### 13.5 Other fees

- (a) The Obligors' Agent shall (or shall procure that another Group Company will) pay the Interim Facilities Agent and the Interim Security Agent (in each case for its own account) a fee in the amount and at the times agreed in the Interim Agency Fee Letter.
- (b) The Obligors' Agent shall (or shall procure that another Group Company will) pay the Interim Finance Parties' fees in relation to the Interim Facilities in accordance with the Interim Fee Letter.

#### 13.6 Limitations

Notwithstanding anything to the contrary in any Interim Document (including, without limitation, 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 Document unless and until the Interim Closing Date occurs;
- (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, novates or transfers any of its rights, benefits or obligations under the Interim Documents, no Group Company shall be required to pay any fees, costs, expenses or other amounts relating to or arising in connection with that assignment, novation or transfer (including, without limitation, any Taxes and any amounts relating to the 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 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 17 (*Pro Rata Payments*);
- (c) any failure by any Obligor to pay any amount due under an Interim 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 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 Document. The indemnities contained in this Clause 14.1 shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim. For the avoidance of doubt, Tax claims shall be governed exclusively by Clauses 10 (*Taxes*) and 11.1 (*Increased Costs*).

#### 14.2 Currency indemnity

- (a) If:
  - (i) any amount payable by an Obligor under or in connection with any Interim 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 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 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 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 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 Document in a currency other than that in which it is expressed to be payable in that Interim Document.

#### 14.3 Indemnity to the Interim Facilities Agent

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

other than where the cost, loss or liability incurred by the Interim Facilities Agent is a result of fraud, wilful misconduct, gross negligence or default of the Interim Facilities Agent.

#### 14.4 Indemnity to the Interim Security Agent

- (a) The Obligors' Agent shall (or shall procure that another Group Company will), within 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) incurred 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 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 Documents,

other than where the cost, loss or liability incurred by the Interim Security Agent, Receiver or Delegate is a result of fraud, wilful misconduct, gross negligence or default of the Interim Facilities Agent, Receiver 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 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 expiry of the Certain Funds Period.

### 15. Security and Guarantee

#### 15.1 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.

## 15.2 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.

## 15.3 Investments

Except as otherwise provided in any Interim Security Document, all moneys received by the Interim Security Agent under the Interim 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.

## 15.4 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.

## 15.5 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 Bidco 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 Super Majority Interim Lenders shall instruct, or, in the absence of any such instructions, as the Interim Security Agent sees fit.
- (c) Subject to Clause 16 (*Agents and Arranger*), 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 Documents.

## 15.6 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 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; or
- (ii) the Interim Liabilities are irrevocably and unconditionally discharged and repaid in full,

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

- (b) The releases and other actions referred to in paragraph (a) above are:
  - (i) any release of any Security Interest created by the Interim Security Documents over that asset; and
  - (ii) if that asset comprises all of the shares in the capital of, or any financial securities issued by, 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 Documents (both actual and contingent and including any liability to any other Group Company under the Interim 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 Documents (both actual and contingent and including any liability to any other Group Company under the Interim Documents by way of contribution or indemnity) owed by that Group Company and its respective Subsidiaries.
- (c) In the case of paragraph (a)(i) above, the net cash proceeds of the disposal must be applied in accordance with Clause 12.7 (*Application of moneys*).
- (d) If the Majority Interim Lenders instruct the Interim Security Agent to effect any of the releases or disposals in circumstances permitted under paragraphs (a) and (b) above, each Interim Finance Party and each 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 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 Documents.

#### 15.7 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 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 Documents as and when that amount is due and payable under the relevant Interim Document.

- (b) The Interim Security Agent shall hold the claims against the Obligors under the parallel debt structure in this Clause 15.7 in accordance with Clause 16.10 (*Role of the Interim Security Agent*). The Interim Security Agent shall distribute any amount received under the parallel debt claims among the Interim Finance Parties in accordance with the provisions of this Agreement.
- (c) Each Obligor and the Interim Security Agent acknowledge that the obligations of each Obligor under paragraph (a) are several and are separate and independent from, and shall not in any way limit or affect, the corresponding obligations of that Obligor to any Interim Finance Party under any Interim Document (its “Corresponding Debt”) nor shall the amounts for which each Obligor is liable under paragraph (a) (its “Parallel Debt”) be limited or affected in any way by its Corresponding Debt provided that:
  - (i) the Parallel Debt of each Obligor shall be decreased to the extent that its Corresponding Debt has been irrevocably paid or (in the case of guarantee obligations) discharged;
  - (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 amount of the Parallel Debt of an Obligor shall at all times be equal to the amount of its Corresponding Debt.
- (d) Without limiting or affecting the Interim Security Agent’s rights against the Obligors (whether under this Clause 15.7 or under any other provision of the Interim Documents), each Obligor acknowledges that:
  - (i) nothing in this Clause 15.7 shall impose any obligation on the Interim Security Agent to advance any sum to any Obligor or otherwise under any Interim Document, except in its capacity as Interim Lender; and
  - (ii) for the purpose of any vote taken under any Interim Document, the Interim Security Agent shall not be regarded as having any participation or commitment other than those which it has in its capacity as an Interim Lender.

15.8 [Reserved]

16. Agents and Arranger

16.1 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 Documents;
  - (ii) to execute and deliver such of the Interim Documents and any other document related to the Interim 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, without limitation, the release of the Interim Security Documents in accordance with the terms of this Agreement; 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 Documents, together with all other incidental rights, powers and discretions.
- (b) Each Interim Finance Party:
- (i) (other than the Interim Facilities 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 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 party to this Agreement) in connection with the Interim 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 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 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 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.

## 16.2 Agents' duties

- (a) Each Agent will only have those duties which are expressly specified in the Interim 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 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.

### 16.3 Agents' rights

Each Agent may:

- (a) act under the Interim 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 Document, refrain from exercising any right, power or discretion vested in it under the Interim 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 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 any notice or document has been correctly and appropriately authorised and given;
- (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;
- (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.

#### 16.4 Exoneration of the Arranger and the Agents

Neither the Arranger 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 Document or any notice or document delivered in connection with any Interim Document or the transactions contemplated thereby; or
  - (ii) any notice, accounts or other document delivered under any Interim 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 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 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 Document;
- (g) responsible for the consequences of relying on the advice of any professional advisers selected by it in connection with any Interim 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 Document, save to the extent directly caused by its own fraud, negligence or wilful misconduct;
- (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; or
- (l) liable for:
  - (i) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Interim Document, the Interim Security or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Interim Document or the Interim Security; or
  - (ii) without prejudice to the generality of paragraphs (j) and 16.4(l)(i) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of:
    - (A) any act, event or circumstance not reasonably within its control; or
    - (B) the general risks of investment in, or the holding of assets in, any jurisdiction.

#### 16.5 The Arranger and the Agents individually

- (a) If it is an Interim Lender, each of the Arrangers and each of the Agents has the same rights and powers under the Interim Documents as any other Interim Lender and may exercise those rights and powers as if it were not also acting as the 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 Documents or any of the activities referred to in paragraph (b)(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 Bidco or any other Group Company (or Affiliate of Bidco 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 Document.

#### 16.6 Communications and information

- (a) All communications to the Obligors' Agent or any Obligor (or any Affiliate of the Obligors' Agent) under or in connection with the Interim Documents are, unless otherwise specified in the relevant Interim Document, to be made by or through the Interim Facilities Agent. Each Interim Finance Party will notify the Interim Facilities Agent of, and provide the Interim Facilities Agent with a copy of, any communication between that Interim Finance Party and the Obligors' Agent or any Obligor (or Affiliate of the Obligors' Agent) on any matter concerning any Interim Facility or the Interim 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 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 departments (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 Documents may be treated by it as confidential and will not be treated as information available to the other Interim Finance Parties.

#### 16.7 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 Document, and has not relied, and will not at any time rely, on the Arrangers 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 Document (whether or not that information has been or is at any time circulated to it by the Arrangers 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 Document;
  - (iii) to assess the assets, business, financial condition or creditworthiness of an Obligor, any Group Company, the Group, 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 16.7 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 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 Document. Any officer, delegate, employee or agent of an Agent may rely on this paragraph (c) 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 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.

#### 16.8 Know your customer

Nothing in this Agreement shall oblige the Interim Facilities Agent, Interim Security Agent or the Arrangers 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 Interim Facilities Agent 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 Interim Facilities Agent or the Arrangers.

#### 16.9 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 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 Loans bears to the outstanding Interim Loans at the time of demand; or
  - (ii) if there are no outstanding Interim Loans at that time, that Interim Lender's Interim Commitment bears to the Total Interim Commitments at that time; or
  - (iii) if the Total Interim Commitments have been cancelled, that Interim Lender's Interim Commitment bore to the Total Interim Commitments immediately before being cancelled.
- (c) The provisions of this Clause 16.9 are without prejudice to any obligations of Bidco to indemnify the Agents under the Interim Documents.

#### 16.10 Role of the Interim Security Agent

- (a) The Interim Security Agent declares that it shall hold the Interim Security for itself and as agent of 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 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) 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.
- (d) 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.
- (e) 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.
- (f) 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.

#### 16.11 Resignation of the Agents

- (a) At any time after the Certain Funds Period, each Agent may resign and appoint one of its Affiliates acting through an office in the United Kingdom or the United States, or any other jurisdiction agreed by the Obligors' Agent as successor by giving notice to the Interim Lenders and the Obligors' Agent.
- (b) Alternatively, at any time after the Certain Funds Period, each Agent may resign by giving 30 days' notice to the Interim Lenders and the Obligors' Agent, in which case the Majority Interim Lenders (after consultation with the Obligors' Agent) may appoint a successor Agent (acting through an office in the United Kingdom or the United States or any other jurisdiction agreed by the Obligors' Agent).
- (c) If the Majority Interim Lenders have not appointed a successor Agent in accordance with paragraph (b) above within 20 days after notice of resignation was given, the retiring Agent (after consultation with the Obligors' Agent) may appoint a successor Agent (acting through an office in the United Kingdom or the United States or any other jurisdiction agreed by the Obligors' Agent).
- (d) If any Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as agent and such Agent is entitled to appoint a successor Agent under paragraph (c) above, such Agent may (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor Agent to become a party to this Agreement as Agent) agree with the proposed successor Agent amendments to this Clause 16.11 and any other term of this Agreement dealing with the rights or obligations of the Agent consistent with then current market practice for the appointment and protection of corporate trustees together with any reasonable amendments to the agency fee payable under this Agreement which are consistent with the successor Agent's normal fee rates and those amendments will bind the Parties.
- (e) The retiring Agent shall, at its own cost, 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 Documents.

- (f) The Agent's resignation notice shall only take effect upon the appointment of a successor.
- (g) Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Interim Documents (other than its obligations under paragraph (e) above) but shall remain entitled to the benefit of the indemnities set out herein and this Clause 16.11, in each case, only in relation to actions or omissions by the retiring Agent prior to the date on which its resignation takes effect in accordance with the terms of this Agreement (and, for the avoidance of doubt, 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 among themselves as they would have had if such successor had been an original Party.

## 17. Pro Rata Payments

### 17.1 Recoveries

Subject to Clause 17.3 (*Exceptions to sharing*), if any amount owing by any Obligor under any Interim Document to an Interim Lender (the "Recovering Interim Lender") is discharged by payment, set-off or any other manner other than through the Interim Facilities 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 Facilities Agent;
- (b) the Interim Facilities 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 Facilities Agent under Clause 12 (*Payments*) without taking account of any Tax which would have been imposed on the Interim Facilities 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 Facilities Agent an amount equal to the Excess Recovery;
- (d) the Interim Facilities 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 Facilities 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.

### 17.2 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 Facilities Agent under paragraph (c) of Clause 17.1 (*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.

### 17.3 Exceptions to sharing

Notwithstanding Clause 17.1 (*Recoveries*), no Recovering Interim Lender will be obliged to pay any amount to the Interim Facilities 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 17.1 (*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 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.

### 17.4 No security

The provisions of this Clause 17 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 17.

### 18. 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 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.

### 19. Notices

#### 19.1 Mode of service

- (a) Any notice, demand, consent or other communication (a "Notice") made under or in connection with any Interim Document must be in writing and made by letter or any other electronic communication approved by the Interim Facilities 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 Documents are:
  - (i) those set out on the signature page of that person;
  - (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 Facilities Agent on or before the date it becomes a Party; or



- (iii) any other address and email address notified in writing by that Party for this purpose to the Interim Facilities Agent (or in the case of the Interim Facilities Agent, notified by the Interim Facilities 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 19.2 (*Deemed service*) below, when actually received by that Agent.

#### 19.2 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.

#### 19.3 Electronic communication

- (a) Any communication to be made between the Interim Facilities Agent and an Interim Lender under or in connection with the Interim Documents may be made by electronic mail or other electronic means, if the Interim Facilities 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 Facilities 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 Facilities Agent only if it is addressed in such a manner as the Interim Facilities Agent shall specify for this purpose.

#### 19.4 Language

- (a) Any Notice must be in English.

- (b) All other documents provided under or in connection with any Interim Document must be:
  - (i) in English; or
  - (ii) if not in English, accompanied by a certified English translation unless the document is a constitutional, statutory or other official document, in which case, the English translation will prevail.

#### 19.5 Personal liability

No personal liability shall attach to any director, 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.

#### 20. Confidentiality

- (a) Each Interim Finance Party will keep the Interim Documents and any information supplied to it by or on behalf of any Group Company under the Interim 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 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 on which Bidco is able to rely agreeing to keep such Interim Document or other document or information confidential);
  - (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 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 on which Bidco is able to rely agreeing to keep such Interim Document or other document or information confidential);
  - (iii) which is publicly available (other than by virtue of a breach of this Clause 20);
  - (iv) if and to the extent required by law or regulation or at the request of an administrative authority (including any tax or bank supervisory authority);
  - (v) to its auditors and professional advisers on a confidential basis;
  - (vi) to ratings agencies on a need to know and confidential basis;
  - (vii) to any direct or indirect Holding Company of Holdco, any Party or any Group Company;
  - (viii) to the extent reasonably necessary in connection with any legal or arbitration proceedings to which it is a party;

- (ix) 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 Documents;
  - (x) with the agreement of Bidco; or
  - (xi) to any Affiliate (and any of their officers, directors, employees, agents, professional advisers, auditors, partners and representatives) in connection with the transactions contemplated hereby, on a confidential basis.
- (b) This Clause 20 replaces any previous Confidentiality Undertaking given by any Interim Finance Party in connection with this Agreement prior to it becoming a Party.

21. Know Your Customer Requirements

- (a) If:
- (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;
  - (ii) any change in the status of the Obligors or the composition of the shareholders of the Obligors after the date of this Agreement; or
  - (iii) a proposed assignment or transfer by an Interim Lender of any of its rights and/or obligations under this Agreement to a party that is not an Interim Lender prior to such assignment or transfer,

obliges the Interim Facilities Agent or any Interim Lender (or, in the case of paragraph (a)(i) of Clause 20 (*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 under applicable laws and regulations.

22. Representations and Warranties; Undertakings

- (a) Each Obligor and Holdco make the representations and warranties stated in Part I of Schedule 6 (*Major Representations, Undertakings and Events of Default*) in respect of itself (and, where expressly stated to apply to the Parent and/or the Delaware Company, the Parent and/or the Delaware Company) 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 Interim Closing Date, the date of each Drawdown Request, and on 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 and Holdco acknowledge that each Interim Finance Party is relying on the representations and warranties made by it.

- (c) Each Obligor and Holdco agrees to be bound by the covenants set out in Part II of Schedule 6 (*Major Representations, Undertakings and Events of Default*) relating only to such Obligor or Holdco (or, where expressly stated to apply to the Parent and/or the Delaware Company, the Parent and/or the Delaware Company), as applicable (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).
- (d) Each Obligor and Holdco agrees to be bound by the following covenants relating to it 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):

*Sanctions*

- (i) Each Obligor and Holdco shall ensure that none of the proceeds of the Interim Facilities will, directly or indirectly, be used or paid for the purposes of any transaction:
  - (A) with, involving or for the benefit of any Restricted Party to the extent that such transaction would be prohibited under applicable Sanctions; or
  - (B) in a manner that could reasonably be expected to result in a violation of any applicable Sanctions by any Obligor or member of the Group.
- (ii) Bidco and Holdco shall take reasonable steps to procure that none of its Subsidiaries will directly or indirectly, use the proceeds of any Interim Facilities, or lend, contribute or otherwise make available such proceeds to any person:
  - (A) to fund activities or business with any person or in any Sanctioned Country to the extent such business or activities would be prohibited under applicable Sanctions; or
  - (B) in any other manner that would result in a violation of applicable Sanctions by any member of the Group; and

shall not fund all or part of any payment under an Interim Document out of proceeds derived from business or transactions with a Restricted Party to the extent this would be prohibited by applicable Sanctions or would otherwise cause member of the Group to be in breach of applicable Sanctions.
- (iii) The undertakings given in this paragraph “*Sanctions*” shall not be made by or apply to an Obligor or Holdco to the extent that, by agreeing to or complying with them, it would be placed in violation of any Blocking Regulation.
- (iv) In relation to each Interim Lender that notifies the Interim Facilities Agent to this effect (each a “Restricted Lender”) this paragraph “*Sanctions*” shall only apply for that Restricted Lender to the extent that the receipt and acceptance by that Restricted Lender of the undertakings in this paragraph “*Sanctions*” would not result in any violation of, conflict with or liability under any

applicable Blocking Regulation. In connection with any amendment, waiver, determination or direction relating to any part of this paragraph “*Sanctions*” (other than this paragraph “*Sanctions*”) of which a Restricted Lender does not have the benefit, the Interim Commitments of that Lender will be excluded for the purpose of determining whether the consent of the Majority Interim Lenders has been obtained or whether the determination or direction by the Majority Interim Lenders has been made.

*Anti-Corruption*

- (v) Each Obligor and Holdco shall not directly or indirectly make available, authorise, contribute, or use from all or any part of the proceeds of the Interim Facilities to engage in any transaction or any other activity that would violate any applicable Anti- Corruption Laws.
- (vi) Bidco and Holdco confirms that to its knowledge none of its employees and directors is a Restricted Party.
- (vii) Each of Bidco and Holdco acknowledges that, in entering into the Interim Documents, the Obligors have not relied on any representation or warranty by any Interim Finance Party other than those set out in the Interim Documents.

*Offer / Scheme Undertakings*

- (viii) Bidco shall promptly following any reasonable written request from the Interim Facilities Agent after the date of the first public Announcement: (w) provide to the Interim Facilities 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 Bidco, and (x) keep the Interim Facilities Agent informed as to any material developments in relation to the Acquisition and give the Interim Facilities Agent reasonable details as to the current level of acceptances for any Offer, except to the extent, in each case, Bidco 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, provided, that notwithstanding any of the foregoing provisions, in the event that (y) Bidco has issued a Scheme Document, nothing in this Agreement shall prevent Bidco from subsequently proceeding with an Offer and (z) Bidco has issued an Offer Document, nothing in this Agreement shall prevent Bidco from subsequently proceeding with a Scheme.

*Squeeze-Out*

- (ix) If the Acquisition is being effected by way of an Offer, where becoming entitled to do so, Bidco shall use reasonable efforts to promptly (and in any event within the maximum time period prescribed by such actions) complete a Squeeze-Out.

*Equity Contribution and Refinancing*

- (x) On or prior to the date that is: (x) one (1) Business Day after the Interim Closing Date, Bidco shall procure that the Equity Contribution (as defined in the Commitment Letter) shall have been consummated, (y) one (1) Business Day after the Interim Closing Date, the refinancing of the Existing ABC Credit

Agreement shall have been consummated, and (z) ten (10) Business Days after the Interim Closing Date, the refinancing of the Existing Target Credit Agreement and Existing Target Notes shall have been consummated.

- (e) On or prior to the Interim Closing Date, Holdco shall procure that a legal opinion in the agreed form from Holdco's Canadian law counsel in respect of the capacity and authority of Holdco to enter into, and the enforceability of, the Interim Security Documents to which Holdco is a party is delivered to the Interim Facilities Agent.

## 23. Changes to Parties

### 23.1 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 Documents.

### 23.2 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 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, participation or other syndication (or other arrangement or transaction having similar effect) of any rights, benefits and/or obligations under or by reference to the Interim Documents by an Interim Lender (and pursuant to which voting rights in connection with the Interim Documents pass or may pass as a result of the transaction) (a "Debt Purchase Transaction") must be in a minimum amount of USD 1,000,000 and in addition:
  - (i) prior to the end of the Certain Funds Period, any Debt Purchase Transaction shall require the prior written consent of the Obligors' Agent (in its sole discretion); and
  - (ii) after the end of the Certain Funds Period, any Debt Purchase Transaction shall require the prior written consent of the Obligors' Agent (such consent not to be unreasonably withheld or delayed and deemed to be given within 10 Business Days of a written request if not refused) unless:
    - (A) such Debt Purchase Transaction is entered into (i) if such Debt Purchase Transaction is in respect to an Interim Term Facility, with another Interim Lender or (ii) if such Debt Purchase Transaction is in respect to the Interim Revolving Facility, with another Interim Revolving Facility Lender;
    - (B) such Debt Purchase Transaction is entered into with an Affiliate or a Related Fund of the Existing Interim Lender; or
    - (C) a Major Event of Default has occurred and is continuing under paragraph 1 (*Payment Default*) in respect of interest or principal in respect of any Interim Facility, 5 (*Insolvency*) or 6 (*Insolvency Proceedings*) of Part III (*Major Events of Default*) of Schedule 6

*(Major Representations, Undertakings and Events of Default)*  
*(“Transfer Event of Default”),*

and provided that no prior notice to Bidco shall be required for any Debt Purchase Transaction.

(c) Notwithstanding anything to the contrary, any Debt Purchase Transaction at any time (whether entered into prior to or after the end of the Certain Funds Period) (the “Overriding Restrictions”):

- (i) involving a person which is (or would be on becoming an Interim Lender) a Defaulting Lender;
- (ii) involving a person which is an Industry Competitor;
- (iii) unless a Transfer Event of Default has occurred and is continuing, involving a person which is (or would be on becoming an Interim Lender), a Loan to Own/Distressed Investor;
- (iv) unless a Transfer Event of Default has occurred and is continuing, involving any utilisation or commitment under the Interim Revolving Facility and a potential Interim Lender (or other counterparty) which is not a bank with a long-term corporate credit rating equal to or better than Baa3/BBB- as applicable, according to at least two of Moody’s, Standard & Poor’s and Fitch; or
- (v) involving any entity which is the subject of Sanctions,

shall, in each case, require the prior written consent of the Obligors’ Agent (in its sole discretion).

(d) Notwithstanding anything to the contrary, in respect of any Debt Purchase Transaction entered into prior to the end of the Certain Funds Period:

- (i) each Original Interim Lender shall remain liable for all its obligations under the Interim Documents and in the event that any entity to whom any syndication, transfer, assignment or participation arrangement is made or entered into is or becomes a Defaulting Lender, or defaults on or otherwise does not fulfil its obligation to fund on the required utilisation date, such Original Interim Lender shall remain on risk and agrees to fund and provide the amount that such entity was required to provide by no later than 9:30 a.m. (New York time) on the applicable Drawdown Date; and
- (ii) each Original Interim Lender shall retain exclusive control over all rights and obligations with respect to its underwrite and commitments under the Interim 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 Bidco).

(e) Each New Interim Lender, by executing the relevant Transfer Certificate or Assignment Agreement, confirms, for the avoidance of doubt, that the Interim Facilities 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 duty or transfer 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 or sub-participation.
- (g) If:
  - (i) an Interim Lender assigns, novates, transfers, sub-participates or otherwise disposes any of its rights or obligations under the Interim Documents or changes its Facility Office; and
  - (ii) as a result of circumstances existing at the date of the assignment, transfer, novation, sub-participation or change occurs, an Obligor would be obliged to make a payment to the relevant Interim Lender, the New Interim Lender (in the case of assignment, transfer or novation) or the Interim Lender acting through its new Facility Office under Clause 10 (*Taxes*) or Clause 11.1 (*Increased Costs*),

then the Interim Lender, New Interim Lender and/or Interim Lender acting through its new Facility Office is not entitled to receive payment under those Clauses to a greater extent than the Existing Interim Lender or Interim Lender acting through its previous Facility Office would have been from that Obligor if the assignment, novation, transfer, sub-participation or change had not occurred, provided that no Lender may assign, transfer or sub-participate any of its rights or obligations under the Interim Documents or change its Facility Office if the assignment, transfer, sub-participation or change would give rise to a requirement to prepay on illegality under Clause 11.3 (*Illegality*) in relation to the Interim Lender, the New Interim Lender (in the case of an assignment, transfer or novation) or the Interim Lender acting through its new Facility Office.

- (h) 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.
- (i) If any assignment, transfer, participation or other syndication (or other arrangement or transaction having similar effect) in accordance with Clause 23.2 (*Transfers by Interim Lenders*) is executed in breach of the provisions contemplated in this Clause 23, such assignment, transfer or sub-participation shall be void and deemed not to have occurred.

### 23.3 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 or of the Group or of the Target Group;
  - (iii) the performance and observance by any Obligor or any other 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 entities 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 entities whilst any amount is or may be outstanding under the Interim Documents or any Interim Commitment is in force.
  - (c) Nothing in any Interim 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 23; 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.

#### 23.4 Procedure for transfer

- (a) Subject to the condition set out in paragraph (a) of Clause 23.2 (*Transfers by Interim Lenders*), a transfer is effected in accordance with paragraph (c) below when the Interim Facilities Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Interim Lender and the New Interim Lender. The Interim Facilities 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 Facilities 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, subject to paragraph (d) of Clause 23.2:
  - (i) to the extent that in the Transfer Certificate the Existing Interim Lender seeks to transfer by novation its rights and obligations under the Interim 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 Documents and in respect of the Interim Security and their respective rights against one another under the Interim 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 Facilities Agent, the Arranger, 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 the 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 Facilities Agent, the Arranger, the Interim Security Agent and the Existing Interim Lender shall each be released from further obligations to each other under the Interim Documents; and
- (iv) the New Interim Lender shall become a Party as an “Interim Lender”.

#### 23.5 Procedure for assignment

- (a) Subject to the condition set out in paragraph (a) of Clause 23.2 (*Transfers by Interim Lenders*), an assignment may be effected in accordance with paragraph (c) below when the Interim Facilities Agent executes an otherwise duly completed Assignment Agreement delivered to it by the Existing Interim Lender and the New Interim Lender. The Interim Facilities 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 Facilities 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, subject to paragraph (d) of Clause 23.2:
  - (i) the Existing Interim Lender will assign absolutely to the New Interim Lender its rights under the Interim Documents and in respect of the Interim Security expressed to be the subject of the assignment in the Assignment Agreement;
  - (ii) 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.

#### 23.6 Copy of Transfer Certificate or Assignment Agreement to Obligors' Agent

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

#### 23.7 Register

- (a) Bidco may require the Interim Finance Parties to provide information in reasonable detail regarding the identities and participations of each Interim Lender on the Register (as defined below) and any sub-participants who are not lenders of record on the Register (as defined below) 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).
- (b) The Interim Facilities Agent, acting for this purpose as the agent of the Obligors, shall maintain at its address:
  - (i) each Transfer Certificate referred to in Clause 23.4 (*Procedure for transfer*) and each Assignment Agreement referred to in Clause 23.5 (*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 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.
- (c) The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Obligors, the Interim Facilities 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 Facilities Agent shall provide each Obligor with a copy of the Register within five (5) Business Days of request.
- (d) Each Party to this Agreement irrevocably authorises the Interim Facilities Agent to make the relevant entry in the Register (and which the Interim Facilities Agent shall do promptly) on its behalf for the purposes of this Clause 23.7 without any further consent of, or consultation with, such Party.
- (e) The Interim Facilities Agent shall, upon request by an Existing Interim Lender (as defined in paragraph (a) of Clause 23.2 (*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 Commitment of that Existing Interim Lender or New Interim Lender in each such Interim Loan).

24. Impaired Agent, Replacement of Agents, Defaulting Lender, Replacement of an Interim Lender and Increase

The provisions of Schedule 7 (*Impaired Agent, Replacement of Agents, Defaulting Lender, Replacement of an Interim Lender and Increase*) are incorporated into this Clause 24 by reference.

25. Amendments and Waivers

25.1 Required consents

- (a) Subject to Clause 25.2 (*Exceptions*), any term of the Interim Documents may be amended or waived only with the consent of the Majority Interim Lenders and any such amendment or waiver will be binding on all Parties.
- (b) The Interim Facilities Agent may effect, on behalf of any Interim Finance Party, any amendment or waiver permitted by this Clause 25.

25.2 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*) or Clause 17 (*Pro Rata Payments*);
  - (iii) 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;
  - (iv) the release of any guarantee and indemnity granted under any Interim Document unless permitted under this Agreement or any other Interim Document;
  - (v) any provision which expressly requires the consent of all of the Interim Lenders;
  - (vi) this Clause 25,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 Document;
  - (ii) a reduction in the Margin or the amount of any payment to be made under any Interim Document;

- (iii) an increase in or an extension of any Interim Commitment;
- (iv) a change in currency of payment of any amount under the Interim 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 Facilities Agent, the Arrangers or the Interim Security Agent may not be effected without the consent of the Interim Facilities 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 Facilities Agent's right to seek instruction from the Interim Lenders from time to time, this Agreement and any other Interim Document may be amended solely with the consent of the Interim Facilities Agent and the Obligors' Agent without the need to obtain the consent of any other Interim Lender if such amendment is effected in order (x) to correct or cure manifest errors or omissions (y) to effect administrative changes of a technical or immaterial nature or (z) to fix incorrect cross references or similar inaccuracies in this Agreement or the applicable Interim Document.

### 25.3 Excluded Commitment

If an Interim Lender does not accept or reject a request from a Group Company (or the Interim Facilities 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 Documents or other vote of Interim Lenders under the terms of the Interim Documents within 10 Business Days (or any other period of time specified by that Group Company but, if shorter than 10 Business Days, as agreed by the Interim Facilities Agent) of the date of such request being made (the last day of such period being the "Exclusion Date"), then that Interim Lender shall be automatically excluded from participating in that vote, and its participations, Interim Commitments and vote (as the case may be) shall not be included (or, as applicable, required) with the Total Interim 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.

### 26. Subordination

- (a) All Subordinated Shareholder Liabilities shall be subordinated and postponed to all Interim Liabilities.
- (b) From and after the Interim Closing Date, Holdco will:
  - (i) pay all payments under or in respect of the Subordinated Shareholder Documents in cash or in kind received by or on behalf of it from any member

of the Group (or any liquidator, administrator, receiver or similar official of such debtor or its assets) over to the Interim Facilities Agent for application in the order set out in Clause 12.7 (*Application of moneys*); and

- (ii) direct the trustee in bankruptcy, liquidator, administrator, receiver or other person distributing the assets of any member of the Group or their proceeds to make payments in respect of the Subordinated Shareholder Documents direct to the Interim Facilities Agent until all Interim Liabilities have been paid in full.
- (c) From and after the Interim Closing Date, to the fullest extent permitted under mandatory provisions of applicable law, until all Interim Liabilities have been paid in full and if an Obligor is or becomes the subject of an event referred to in paragraph 5, 6 or 7 of Part III of Schedule 6 (*Major Representations, Undertakings and Events of Default*) following an Acceleration Notice, the Interim Security Agent is hereby irrevocably authorised on behalf of Holdco to:
- (i) claim, enforce and prove for liabilities in respect of the Subordinated Shareholder Liabilities owed by any member of the Group;
  - (ii) exercise all powers of convening meetings, voting and representation in respect of liabilities in respect of the Subordinated Shareholder Liabilities and the relevant member of the Group 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.
- (d) From and after the Interim Closing Date, subject to paragraph (e) below, Holdco shall not be entitled to take any Enforcement Action in respect of any of the Subordinated Shareholder Liabilities at any time prior to the Discharge Date.
- (e) From and after the Interim Closing Date, if any member of the Group is or becomes the subject of an event referred to in paragraph 5, 6 or 7 of Schedule 6 Part III (*Major Events of Default*), Holdco may (unless otherwise directed by the Interim Security Agent or unless the Interim Security Agent has taken, or has given notice that it intends to take, action on behalf of Holdco) exercise any right it may otherwise have in respect of the Borrower to:
- (i) accelerate any of the Subordinated Shareholder Liabilities or declare them prematurely due and payable or payable on demand;
  - (ii) make a demand under any guarantee, indemnity or other assurance against loss given by any member of the Group in respect of any Subordinated Shareholder Liabilities;
  - (iii) exercise any right of set-off or take or receive any payment, prepayment, repayment, redemption, defeasance or discharge in respect of any Subordinated Shareholder Liabilities; or

- (iv) claim and prove in the liquidation of the relevant member of the Group for the Subordinated Shareholder Liabilities owing to it.

27. Miscellaneous

27.1 Partial invalidity

If any provision of the Interim 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 Documents or the legality, validity or enforceability in other jurisdictions of that or any other term of the Interim Documents.

27.2 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.

27.3 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.

27.4 Complete agreement

The Interim Documents contain the complete agreement between the Parties on the matters to which they relate and subject to Clause 25 (*Amendments and Waivers*) may not be amended except in writing signed by each party to the relevant Interim Document.

27.5 No representations by Interim Finance Parties

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

27.6 Third party rights

(a) Unless expressly provided to the contrary in an Interim Document, a person who is not a party to an Interim 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 Document, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

28. 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.

29. Jurisdiction

29.1 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) and for the purpose of enforcement or any judgment against its assets, each Party irrevocably submits to the jurisdiction of the English courts.

29.2 Forum

Each Party:

- (a) agrees that the courts of England are the most appropriate and convenient courts to settle any dispute and waives any objection to the courts of England on grounds of inconvenient forum or otherwise; and
- (b) agree that a judgment or order of an English court in connection with a dispute is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

29.3 Service of process

- (a) Without prejudice to any other mode of service allowed under any relevant law, each Obligor (other than an Obligor incorporated in England and Wales) and Holdco:
  - (i) irrevocably appoints Apollo Management International LLP, 1 Soho Place, London, England, W1D 3BG (with a copy to: Apollo Management IX, L.P., 9 West 57<sup>th</sup> Street, 43<sup>rd</sup> Floor, New York, NY 10019, United States, Attention: James Elworth) in relation to any proceedings before the English courts in connection with any Interim Document; and
  - (ii) agrees that failure by an agent for service of process to notify the relevant Obligor or Holdco of the process will not invalidate the proceedings concerned.
- (b) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Obligors' Agent (on behalf all the Obligors and Holdco) must promptly (and in any event within 10 Business Days of such event taking place) appoint another agent on terms acceptable to the Interim Facilities Agent (acting reasonably and in good faith). Failing this, the Interim Facilities Agent may appoint another agent for this purpose.

29.4 Specific performance

Each Interim Finance Party acknowledges and agrees that:

- (a) each Obligor and Security Provider may be irreparably harmed by a breach of any term of the Interim Documents and damages may not be an adequate remedy; and
- (b) each Obligor and Security Provider may be granted an injunction or specific performance for any threatened or actual breach of any term of the Interim Documents.

30. Contractual Recognition of Bail-In

- (a) Notwithstanding any other term of any Interim 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 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;
  - (C) a cancellation of any such liability; and
- (ii) a variation of any term of any Interim Document, to the extent necessary to give effect to the exercise of the Bail-In Action in relation to any such liability.

For these purposes:

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

“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.

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

Schedule 1  
Definitions and Interpretation

1. Definitions

“ABC Group” means, prior to the Acquisition, Parent and its Subsidiaries.

“Acceleration Notice” has the meaning given to such term in paragraph (a)(i) of Clause 7.1 (*Repayment*).

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

“Acquisition” means the acquisition of Target Shares by Bidco pursuant to a Scheme and/or Offer and, if applicable, a Squeeze-Out or any other acquisition of Target Shares by Bidco or other payments in connection with, related to or in lieu of such acquisition (including any contribution and/or transfer of Target Shares to Bidco by the Equity Investors and/or any acquisition of Target Shares over the stock exchange, in the open market or via any other trading platform).

“Acquisition Documents” means the Scheme Documents and/or Offer Documents and any other document designated as an “Acquisition Document” in writing by the Interim Facilities Agent and Bidco.

“Act” means the Companies Act 2006.

“Affiliate” means:

- (a) in relation to any person other than an Interim Finance Party:
  - (i) a Subsidiary or a Holding Company of that person or any other Subsidiary of that Holding Company; or
  - (ii) any other person directly or indirectly controlling, controlled by, or under direct or indirect common control with, that person;
- (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 Facilities Agent or the Interim Security Agent, as the context requires and Agents means both of them taken together.

“Agent’s Spot Rate of Exchange” means the Interim Facilities Agent’s spot rate of exchange for the purchase of the relevant currency with a Base Currency in the London foreign exchange market at or about 11.00 a.m. on a particular day.

“Announcement” means any press release made by or on behalf of Bidco 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, rules and regulations relating to bribery, corruption or money laundering, including the United States Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010, the Executive Order, the Currency and Foreign Transactions Reporting Act, as amended (also known as the “Bank Secrecy Act”, 31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959), the Money Laundering Control Act of 1986 (18 U.S.C. §§ 1956 et seq., as amended), the USA Patriot Act, the Corruption of Foreign Public Officials Acts (Canada), the Criminal Code (Canada) and any similar law enacted in the United States, Canada, the United Kingdom or the European Union after the date of this Agreement and any other similar law in any applicable jurisdiction to which any Obligor is subject.

“Apollo Sponsors” means AP IX (Euro AIV), L.P., Apollo Overseas Partners (Delaware) IX, L.P., Apollo Overseas Partners (892 AIV) IX, L.P., Apollo Overseas Partners IX, L.P., Apollo Overseas Partners (Lux) IX, SCSp, Apollo Advisors IX, L.P. and/or Apollo Overseas Partners (Lux) IX GP, S.à r.l. and “Apollo Sponsor” shall be construed accordingly.

“Applicable Securities Laws” means the City Code, the Act, the London Stock Exchange, any other applicable stock exchange or any other applicable law, rules, regulations and/or such other requirements.

“Approved Currency” means EUR, GBP and any other currency agreed between the Interim Revolving Facility Lenders (each acting reasonably) and the Obligors’ Agent.

“Assignment Agreement” means an agreement substantially in the form set out in Schedule 9 (*Form of Assignment Agreement*) or any other form agreed between the relevant assignor and assignee.

“Bank Guarantee” means:

- (a) a letter of credit, substantially in the form set out in Schedule 11 (*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 of Schedule 3 (*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 United Kingdom 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 in 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, the Swedish bank levy as set out in the Swedish Precautionary Support Act (*Sw. lag (2015:1017) om förebyggande statligt stöd till kreditinstitut*) (as amended)) 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;

in each case which has been enacted or which has been formally announced as proposed as at the date of this Agreement or (if applicable) in respect of any New Interim Lender, as at the date that New Interim Lender accedes to this Agreement.

“Base Currency” means:

- (a) in respect of an Interim Utilisation under the Interim USD Facility B, the Interim USD Bridge Facility and the Interim Revolving Facility, US Dollars; and
- (b) in respect of an Interim Utilisation under the Interim EUR Facility B and the Interim EUR Bridge Facility, euros.

“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 Utilisation that is not denominated in the Base Currency, that amount converted into the Base Currency at the Agent’s Spot Rate of Exchange on the date which is two (2) Business Days before the Drawdown Date or, if later, on the date the Interim Facilities Agent receives the Drawdown Request or, as applicable, Bank Guarantee Request), as adjusted to reflect any repayment or prepayment under this Agreement.

“Borrower DTTP Filing” means an HMRC Form DTTP2 duly completed and filed by the relevant Borrower, which:

- (a) where it relates to an Interim Lender that is an Original Interim Lender, contains the HMRC DT Treaty Passport Scheme reference number and jurisdiction of tax residence stated opposite that Interim Lender’s name in Schedule 2 (*Original Interim Lenders*); or
- (b) where it relates to an Interim Lender that is not an Original Interim Lender, contains the HMRC DT Treaty Passport 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” in respect of any Term Rate Loan (other than a Term Rate Loan denominated in USD), has the meaning given to that term in Clause 8.3 (*Payment of interest*).

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

- (a) (in relation to any date for payment or purchase of a currency other than euro or sterling) 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 Interim Facilities and the calculation of the periods in connection with the Certain Funds Period, “Business Day” shall, at the Obligors’ Agent’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.

“Capital Stock” of any person means any and all shares of, rights to purchase or acquire, warrants, options or depositary receipts for, or other equivalents of, or partnership or other interests in (however designated), equity of such person, including any Preferred Stock, but excluding any debt securities convertible into, or exchangeable for, such equity.

“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 from (and including) the date of this Agreement to (and including) 11:59 p.m., New York City time, on the earliest of:

- (a) the date of the first public Announcement, to the extent the Countersigning Date (as defined in the Commitment Letter) has not occurred on or prior to such date;
- (b) the date falling five (5) Business Days after the Countersigning Date (as defined in the Commitment Letter), to the extent the first public Announcement has not been made on or prior to such date;
- (c) if the Acquisition is intended to be completed pursuant to a Scheme, the date on which the Scheme lapses (including, subject to exhausting any rights of appeal, if a relevant court refuses to sanction the Scheme), terminates or is withdrawn (with the approval of the Panel) in writing in accordance with the terms in the Announcement or Scheme Document (other than (i) where such lapse, termination or withdrawal is as a result of the exercise of Bidco’s right to effect a switch from the Scheme to an Offer and (ii) it is followed within twenty (20) Business Days by an Announcement made by Bidco to implement the Acquisition by such Offer in accordance with the terms of this Agreement);
- (d) if the Acquisition is intended to be completed pursuant to an Offer, the date on which the Offer lapses, terminates or is withdrawn (with the approval of the Panel) in writing in accordance with the terms in the Announcement or Offer Document (other than (i) where such lapse, termination or withdrawal is as a result of the exercise of Bidco’s right to effect a switch from the Offer to a Scheme and (ii) it is followed within twenty (20) Business Days by an Announcement made by Bidco to implement the Acquisition by such Scheme in accordance with the terms of this Agreement);

- (e) provided the Acquisition Closing Date (as defined in the Commitment Letter) has occurred, the date on which the Term Facility and the Senior Secured Bridge Facility have been utilized and/or cancelled in full; and
- (f) the first Business Day falling at least five (5) Business Days after the date falling twelve (12) months after the date of the Announcement.

“Change of Control” means any of the circumstances described in (a) to (c):

- (a) The Obligors’ Agent becomes aware of (by way of a report or any other filing pursuant to Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder, as amended (the “Exchange Act”), proxy, vote, written notice or otherwise) any “person” or “group” of related persons (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act as in effect on the date of this Agreement), other than one or more Permitted Holders, being or becoming the “beneficial owner” (as defined in Rule 13d-3 of the Exchange Act as in effect on the date of this Agreement) of more than 50% of the total voting power of the Voting Stock of Holdco, other than in connection with any transaction or series of transactions in which Holdco shall become the wholly owned subsidiary of a Parent Entity so long as no person or group, as noted above, other than a Permitted Holder, holds more than 50% of the total voting power of the Voting Stock of such Parent Entity.
- (b) Holdco ceasing to directly own 100% of the total issued share capital of Parent or Parent ceasing to directly own 100% of the total issued share capital of Bidco.
- (c) The sale, lease, transfer, conveyance or other disposition (other than by way of merger, amalgamation, consolidation or other business combination transaction), in one or a series of related transactions, of all or substantially all of the assets of the Group taken as a whole to a person, other than a Subsidiary or one or more Permitted Holders.
- (d) For the purpose of this definition:
  - (i) a transaction will not be deemed to involve a Change of Control solely as a result of Holdco becoming an indirect wholly-owned subsidiary of a holding company if the direct or indirect holders of the Voting Stock of such holding company immediately following that transaction are substantially the same as the holders of Holdco’s Voting Stock immediately prior to that transaction;
  - (ii) the right to acquire Voting Stock (so long as such person does not have the right to direct the voting of the Voting Stock subject to such right) or any veto power in connection with the acquisition or disposition of Voting Stock will not be deemed to cause a party to be a beneficial owner;
  - (iii) any step, matter or transaction entered into in order to effect a Permitted Transaction under paragraph (c) of the definition thereof shall not be deemed to be a Change of Control; and
  - (iv) any issue of shares by Holdco or a Parent Entity 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 Change of Control.

“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 any change that occurs pursuant to, or in connection with the adoption, ratification, approval or acceptance of, the MLI in or by any jurisdiction.

“Charged Property” means all the assets of the Group 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.

“Code” means the US Internal Revenue Code of 1986 (and any successor legislation thereto).

“Commitment Letter” means a letter dated on or prior to the date of this Agreement between the Arrangers, the Underwriters and Bidco (or parent entity thereof) setting out the terms and conditions pursuant to which the Arrangers and the Underwriters agree to make available certain facilities in connection with the Acquisition and the Exhibits thereto.

“Compounded Rate Currency” means:

- (a) Sterling;
- (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 a Compounded Rate Loan in that Compounded Rate Currency; and
- (b) has, or is scheduled to become, payable during the applicable Interest Period.

“Compounded Rate Loan” means in relation to a Compounded Rate Currency, any Interim Loan which is denominated in that Compounded Rate Currency.

“Compounded Rate Supplement” means, in relation to a currency, a document which:

- (a) is notified by the Obligors’ Agent to the Interim Facilities Agent and (unless otherwise agreed between the Obligors’ Agent and the Majority Interim Lenders) either:
  - (i) the Interim Facilities 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 Documents for that New Rate, including making appropriate adjustments for basis, duration, time and periodicity for determination of that New Rate for any Interest Period and making other consequential and/or incidental changes.

“Compounded Rate Terms” means, in relation to:

- (a) a currency;
- (b) an Interim Loan in that currency;



- (c) an Interest Period for such an Interim Loan (or other period for the accrual of commission or fees in respect of that currency); or
- (d) any term of this Agreement relating to the determination of a rate of interest in relation to such an Interim Loan,

in respect of Sterling, the terms set out in the relevant part of Schedule 13 (*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 a 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 on which Bidco is able to rely, which is either:

- (a) in the form most recently published by the Loan Market Association; or
- (b) otherwise in form and substance satisfactory to Bidco.

“Consortium” means:

- (a) collectively:
  - (i) one or more funds, limited partnerships, co-investment vehicles and/or other similar vehicles, entities or accounts entities managed by or otherwise advised by any of or affiliated with an Apollo Sponsor, and any of their respective Affiliates, in each case, other than any portfolio companies and/or any of their respective “associates” (as defined in the Act) or Related Funds and/or any of their respective successors, in each case, other than any portfolio companies; and/or
  - (ii) one or more funds, limited partnerships, co-investment vehicles and/or other similar vehicles, entities or accounts entities managed by or otherwise advised by any of or collectively affiliated with Oaktree Capital Management, Inc., and any of their respective Affiliates, in each case, other than any portfolio companies (collectively, the “Oaktree Sponsor”) and/or any of their respective “associates” (as defined in the Act) or Related Funds and/or any of their respective successors, in each case, other than any portfolio companies; and/or
- (b) any person that forms a group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision) with an Apollo Sponsor and/or the Oaktree Sponsor.

“Court” means the High Court of Justice of England and Wales

“Court Order” means the order of the Court sanctioning the Scheme.

“CTA” means the 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 a Compounded Rate Loan in a Compounded Rate Currency, (i) (in the case of Sterling) the percentage rate per annum determined by the Interim Facilities Agent (or by any other Interim Finance Party which agrees with the Obligors’ Agent to determine that rate in place of the Interim Facilities Agent ) in accordance with the methodology set out in Schedule 14 (*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.

“Delaware Company” means ABC Group Holdings Inc., a Delaware corporation.

“Delegate” means any delegate, agent, attorney, co-trustee or co-security agent appointed by the Interim Security Agent.

“Discharge Date” means the first date on which all Interim Liabilities have been fully and finally discharged to the satisfaction of the Interim Facilities Agent, whether or not as the result of an enforcement, and the Interim Finance Parties are under no further obligation to provide financial accommodation to any of the Obligors under the Interim Documents.

“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 of Schedule 3 (*Form of Drawdown Request*).

“Enforcement Action” means, in relation to Subordinated Shareholder Liabilities:

- (a) the acceleration of any Subordinated Shareholder Liabilities or the making of any declaration that any Subordinated Shareholder Liabilities are prematurely due and payable;
- (b) the making of any declaration that any Subordinated Shareholder Liabilities are payable on demand;
- (c) the making of a demand in relation to a Subordinated Shareholder Liability that is payable on demand;
- (d) the making of any demand against any member of the Group in relation to any liabilities and obligations it may have to Holdco as a result of its being a guarantor or surety (including, without limitation, liabilities and obligations arising by way of guarantee, indemnity, contribution or subrogation);
- (e) the exercise of any right to require any member of the Group to acquire any Subordinated Shareholder Liability (including exercising any put or call option against any member of the Group for the redemption or purchase of any Subordinated Shareholder Liability);
- (f) the exercise of any right of set-off, account combination or payment netting against any member of the Group in respect of any Subordinated Shareholder Liabilities;
- (g) the suing for, commencing or joining of any legal or arbitration proceedings against any member of the Group to recover any Subordinated Shareholder Liabilities;

- (h) the entering into of any composition, compromise, assignment or arrangement with any member of the Group which owes any Subordinated Shareholder Liabilities, or has given any security, guarantee or indemnity or other assurance against loss in respect of the Subordinated Shareholder Liabilities; and
- (i) the petitioning, applying or voting for, or the taking of any steps (including the appointment of any liquidator, receiver, administrator or similar officer) in relation to, the winding up, dissolution, administration or reorganisation of any member of the Group which owes any Subordinated Shareholder Liabilities, or has given any security, guarantee, indemnity or other assurance against loss in respect of any of the Subordinated Shareholder Liabilities, or any of such member of the Group's assets or any suspension of payments or moratorium of any indebtedness of any such member of the Group, or any analogous procedure or step in any jurisdiction,

except that the taking of any action falling within paragraphs (f) or (h) above which is necessary (but only to the extent necessary) to preserve the validity, existence or priority of claims in respect of Subordinated Shareholder Liabilities, including the registration of such claims before any court or governmental authority and the bringing, supporting or joining of proceedings to prevent any loss of the right to bring, support or join proceedings by reason of applicable limitation periods.

"Equity Investors" means:

- (a) the Initial Investors;
- (b) the Management Group;
- (c) Rollover Investors; and
- (d) any other person approved by the Majority Interim Lenders (acting reasonably).

"EURIBOR" means, for an Interest Period of an Interim Loan that is a 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 decimal places) of the rates, as supplied to the Interim Facilities Agent at its request quoted by the Reference Banks to leading banks in the European interbank market, as of, in each case, 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 and, if that rate is less than zero, EURIBOR shall be deemed to be zero.

“Existing ABC Credit Agreement” shall have the meaning given to it in the Commitment Letter.

“Existing Target Credit Agreement” shall have the meaning given to it in the Commitment Letter.

“Existing Target Notes” shall have the meaning given to it in the Commitment Letter.

“Expiry Date” means, for a Bank Guarantee, the last day of its Term.

“Facilities Documentation” has the meaning given to that term in the Commitment Letter.

“Facility Office” means the office or offices through which an Interim Lender will perform its obligations under this Agreement as notified to the Interim Facilities Agent in writing on or before the date it becomes an Interim Lender (or, following that date, by not less than five (5) Business Days’ notice).

“FATCA” means:

- (a) Sections 1471 through 1474 of the Code or any associated regulations or other official guidance (or any amended or successor version that is substantially comparable);
- (b) any treaty, law, regulation or other official guidance 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 anything 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 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 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 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,

or, in each case, such other date from which such payment may become subject to a deduction or withholding required by FATCA as a result of any change in FATCA after the date of this Agreement.

“FATCA Deduction” means a deduction or withholding from a payment under an Interim Document required by FATCA.

“FATCA Exempt Party” means a Party that is entitled to receive payments free from any FATCA Deduction.

“Final Repayment Date” has the meaning given to such term in paragraph (a) of Clause 7.1 (*Repayment*).

“Funding Cost” means:

- (a) for Interim Loans denominated in euros, EURIBOR; and
- (b) for Interim Loans denominated in US dollars, Term SOFR.

“Funds Flow Statement” means a funds flow statement prepared by Holdco or Bidco showing the movement of funds on the Interim Closing Date.

“Group Company” means a member of the Group.

“Group” means Parent and its Subsidiaries from time to time.

“HMRC” means HM Revenue & Customs.

“HMRC DT Treaty Passport Scheme” means HMRC’s Double Taxation Treaty Passport Scheme, as modified from time to time.

“HMRC Form DTTP2” means the HMRC form entitled "Double Taxation Treaty Passport – notification of loan from a passport holder" (or its online equivalent).

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

“Industry Competitor” means;

- (a) any person or entity (or any of its Affiliates or Related Funds or any person acting on its behalf) which is a competitor of a member of the Group or whose business is similar or related to a member of the Group or is a supplier or sub-contractor of a member of the Group and, in each case, any controlling shareholder of such persons, provided, that this shall not include any person or entity (or any of its Affiliates or Related Funds) which is a bank, financial institution or trust, fund or other entity which is independently controlled and managed and whose principal business or a material activity of whom is arranging, underwriting or investing in debt; and
- (b) a private equity sponsor (including any fund which is managed or advised by it or any of its Affiliates or Related Funds, and any of their respective Affiliates or Related Funds), provided, that this shall not include any person whose principal business is investing in debt and which is:
  - (i) acting on the other side of appropriate information barriers implemented or maintained as required by law or regulation from the person that would otherwise constitute a private equity sponsor; and
  - (ii) managed and controlled separately from the person that would otherwise constitute a private equity sponsor and has separate personnel responsible for its interests under the Interim Documents, such personnel being independent from the interests of the entity, division or desk constituting the private equity sponsor, and no information provided under the Interim Documents is disclosed or otherwise made available to any personnel responsible for the interests of the entity, division or desk constituting the private equity sponsor.

“Initial Investors” means the Consortium.

“Interest Period” has the meaning given to such 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 Bidco and the Interim Facilities Agent and the Interim Security Agent.

“Interim Bridge Facility” has the meaning given to such term in Clause 2 (*The Interim Facilities - Availability*).

“Interim Bridge Facility Commitment” means an Interim EUR Bridge Facility Commitment and/or an Interim USD Bridge Facility Commitment.

“Interim Bridge Facility Loan” means an Interim EUR Bridge Facility Loan and/or an Interim USD Bridge Facility Loan as the context requires.

“Interim Closing Date” means the date on which first drawdown under this Agreement occurs.

“Interim Commitment” means an Interim Bridge Facility Commitment, an Interim Facility B Commitment or an Interim Revolving Commitment.

“Interim Documents” means each of this Agreement, the Interim Security Documents, any Drawdown Request, each Bank Guarantee, 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 Facilities Agent and the Obligors’ Agent.

“Interim EUR Bridge Facility” has the meaning given to such term in Clause 2 (*The Interim Facilities - Availability*).

“Interim EUR Bridge Facility Commitment” means:

- (a) in relation to each Original Interim Lender under the Interim EUR Bridge Facility, the amount of the Interim EUR Bridge Facility set opposite its name under the heading “*Interim EUR Bridge Facility Commitment*” in Schedule 2 (*Original Interim Lenders*) and the amount of any other Interim EUR Bridge Facility Commitment transferred to it pursuant to Clause 23 (*Changes to Parties*); and
- (b) in respect of any other Interim Lender, the amount transferred to it in respect of the Interim EUR Bridge Facility and the amount of Interim EUR Bridge Facility Commitment transferred to it pursuant to Clause 23 (*Changes to Parties*) or assumed by it in accordance with Schedule 7 (*Impaired Agent, Replacement of Agents, Defaulting Lender, Replacement of an Interim Lender and Increase*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

“Interim EUR Bridge Facility Loan” means the principal amount of any borrowing under Interim EUR Bridge Facility or the principal amount outstanding of that borrowing at any time.

“Interim EUR Facility B” has the meaning given to such term in Clause 2 (*The Interim Facilities - Availability*).

“Interim EUR Facility B Commitment” means:

- (a) in relation to each Original Interim Lender under the Interim EUR Facility B, the amount of the Interim EUR Facility B set opposite its name under the heading “*Interim*

*EUR Facility B Commitment*” in Schedule 2 (*Original Interim Lenders*) and the amount of any other Interim EUR Facility B Commitment transferred to it pursuant to Clause 23 (*Changes to Parties*); and

- (b) in respect of any other Interim Lender, the amount transferred to it in respect of the Interim EUR Facility B and the amount of Interim EUR Facility B Commitment transferred to it pursuant to Clause 23 (*Changes to Parties*) or assumed by it in accordance with Schedule 7 (*Impaired Agent, Replacement of Agents, Defaulting Lender, Replacement of an Interim Lender and Increase*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

“Interim EUR Facility B Loan” means the principal amount of any borrowing under Interim EUR Facility B or the principal amount outstanding of that borrowing at any time.

“Interim Facilities Fees” has the meaning given to such term in the Interim Fee Letter.

“Interim Facility” means the Interim Bridge Facility, Interim Facility B or the Interim Revolving Facility.

“Interim Facility B” has the meaning given to such term in Clause 2 (*The Interim Facilities - Availability*).

“Interim Facility B Commitment” means an Interim EUR Facility B Commitment and/or an Interim USD Facility B Commitment.

“Interim Facility B Loan” means an Interim EUR Facility B Loan and/or an Interim USD Facility B Loan as the context requires.

“Interim Fee Letter” has the meaning given to the term “Fee Letter” in the Commitment Letter.

“Interim Finance Parties” means the Interim Lenders, the Arrangers, the Underwriters, the Issuing Bank, the Interim Facilities Agent and Interim Security Agent.

“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 23 (*Changes to 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 and obligations (both actual and contingent and whether incurred solely or jointly or in any capacity) owed by the Obligors to the Interim Finance Parties under the Interim Documents.

“Interim Loan” means an Interim Bridge Facility Loan, Interim Facility B Loan or an Interim Revolving Facility Loan, to the extent not cancelled, reduced or transferred by it under this Agreement.

“Interim Revolving Facility” has the meaning given to such term in Clause 2 (*The Interim Facilities - Availability*).

“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 under the Interim Revolving Facility, the amount of the Interim Revolving Facility set opposite its name under the heading “*Interim Revolving Facility Commitment*” in Schedule 2 (*Original Interim Lenders*) and the amount of any Interim Revolving Facility Commitment transferred to it pursuant to Clause 23 (*Changes to Parties*); and
- (b) in respect of any other Interim Lender, the amount transferred to it in respect of the Interim Revolving Facility and the amount of any Interim Revolving Facility Commitment transferred to it pursuant to Clause 23 (*Changes to Parties*) or assumed by it in accordance with Schedule 7 (*Impaired Agent, Replacement of Agents, Defaulting Lender, Replacement of an Interim Lender and Increase*),

“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 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 Documents” means the agreements listed in clause (a) of paragraph 2 of Schedule 4 (*Conditions Precedent*).

“Interim Term Facilities” means, together, each Interim Facility B and each Interim Bridge Facility and “Interim Term Facility” shall mean any one of them, as the context requires.

“Interim Term Loan” means an Interim Facility B Loan and/or an Interim Bridge Facility Loan as the context requires.

“Interim USD Bridge Facility” has the meaning given to such term in Clause 2 (*The Interim Facilities - Availability*).

“Interim USD Bridge Facility Commitment” means:

- (a) in relation to each Original Interim Lender under the Interim USD Bridge Facility, the amount of the Interim USD Bridge Facility set opposite its name under the heading “*Interim USD Bridge Facility Commitment*” in Schedule 2 (*Original Interim Lenders*) and the amount of any other Interim USD Bridge Facility Commitment transferred to it pursuant to Clause 23 (*Changes to Parties*); and
- (b) in respect of any other Interim Lender, the amount transferred to it in respect of the Interim USD Bridge Facility and the amount of Interim USD Bridge Facility Commitment transferred to it pursuant to Clause 23 (*Changes to Parties*) or assumed by it in accordance with Schedule 7 (*Impaired Agent, Replacement of Agents, Defaulting Lender, Replacement of an Interim Lender and Increase*),



to the extent not cancelled, reduced or transferred by it under this Agreement.

“Interim USD Bridge Facility Loan” means the principal amount of any borrowing under Interim USD Bridge Facility or the principal amount outstanding of that borrowing at any time.

“Interim USD Facility B” has the meaning given to such term in Clause 2 (*The Interim Facilities - Availability*).

“Interim USD Facility B Commitment” means:

- (a) in relation to each Original Interim Lender under the Interim USD Facility B, the amount of the Interim USD Facility B set opposite its name under the heading “*Interim USD Facility B Commitment*” in Schedule 2 (*Original Interim Lenders*) and the amount of any other Interim USD Facility B Commitment transferred to it pursuant to Clause 23 (*Changes to Parties*); and
- (b) in respect of any other Interim Lender, the amount transferred to it in respect of the Interim USD Facility B and the amount of Interim USD Facility B Commitment transferred to it pursuant to Clause 23 (*Changes to Parties*) or assumed by it in accordance with Schedule 7 (*Impaired Agent, Replacement of Agents, Defaulting Lender, Replacement of an Interim Lender and Increase*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

“Interim USD Facility B Loan” means the principal amount of any borrowing under Interim USD Facility B or the principal amount outstanding of that borrowing at any time.

“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 EURIBOR for any Interim Loan or an overdue amount not denominated in a Compounded Rate Currency or in US dollars, the rate which results from interpolating on a linear basis between:

- (a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the Interest Period of that Interim Loan or overdue amount; and
- (b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the Interest Period of that Interim Loan or overdue amount,

each as of 11.00 a.m. (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 Term Rate Loan denominated in US dollars, the rate 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

- (ii) if no such Term SOFR is available for a period which is less than the Interest Period of that USD Term Rate Loan, SOFR for a day which is two US Government Securities Business Days before the Rate Fixing 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 11.00 a.m. (New York City time) on the Rate Fixing Day for the offering of deposits in the currency of that Interim Loan or an applicable amount.

“Investors” means:

- (a) any Initial Investor, and (other than under paragraph (a) of that definition) any Permitted Holder;
- (b) any Rollover Investor;
- (c) individually or collectively, any investment fund, co-investment vehicles and/or other similar vehicles or accounts, in each case, managed or advised by Apollo Global Management, Inc. and its successors and any Affiliates, in each case excluding any portfolio operating companies; and
- (d) management, employees and consultants of the Group or the Target Group (whether pursuant to an incentive scheme or otherwise).

“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 10 (*Bank Guarantees*).

“ITA” means the United Kingdom Income Tax Act 2007.

“Latest Compounded Rate Supplement” means, in relation to a currency, the most recent Compounded Rate Supplement (if any) for which the condition in paragraph (a) of the definition of “Compounded Rate Supplement” in relation to such currency is satisfied.

“Loan to Own/Distressed Investor” means any person or entity (or any of its Affiliates or a Related Funds or any person acting on its behalf) whose principal business or material activity is:

- (a) investing in distressed debt or the purchase of loans or other debt securities with the intention of (or view to) owning the equity or gaining control of a business (directly or indirectly);
- (b) investing in equity and/or acquiring control of, or an equity stake in, a business (directly or indirectly); and/or
- (c) exploiting holdout or blocking positions,

provided, that:

- (i) any Affiliate of such persons which are a deposit taking financial institution authorised by a financial services regulator to carry out the business of banking which holds a minimum rating equal to or better than BBB- or Baa1 (as applicable) according to at least two of Moody’s, S&P or Fitch which are managed and controlled independently to any such person who meets any of the criteria referred to in sub-paragraphs (a) to (c) above and provided, that any

information made available under the Interim Documents shall not be disclosed or made available to such person or its other Affiliates; and

- (ii) any Original Interim Lender,

shall not, in each case, be a Loan to Own/Distressed Investor.

“Long-term Financing Agreements” means, collectively, the facilities agreements, indentures, trust deeds or other agreements or instruments to be entered into for the purpose of refinancing the Interim Facilities including (without limitation) the Facilities Documentation and the Senior Secured Bridge Loan Documentation (or as the case may be the Senior Secured Notes).

“Major Event of Default” means an event or circumstance set out in Part III of Schedule 6 (*Major Representations, Undertakings and Events of Default*), in respect of Bidco or (to the extent expressly stated to apply to Holdco, the Parent or the Delaware Company) Holdco, the Parent or the Delaware Company 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), save that, during the Certain Funds Period:

- (a) no Major Event of Default pursuant to clause 1 of Part III of Schedule 6 (*Major Representations, Undertakings and Events of Default*) shall arise other than in respect of non-payment of the Interim Facilities Fees or principal or interest on the Interim Facilities;
- (b) no Major Event of Default pursuant to clause 2 of Part III of Schedule 6 (*Major Representations, Undertakings and Events of Default*) shall arise other than in respect of a Major Undertaking; and
- (c) no Major Event of Default pursuant to clause 3 of Part III of Schedule 6 (*Major Representations, Undertakings and Events of Default*) shall arise other than in respect of a Major Representation.

“Major Representation” means a representation made by Bidco or (to the extent expressly stated to apply to Holdco, the Parent or the Delaware Company) Holdco, the Parent or the Delaware Company 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) set out in Part I of Schedule 6 (*Major Representations, Undertakings and Events of Default*), other than, during the Certain Funds Period, paragraphs 3(c) and 4(b) of Part I of Schedule 6 (*Major Representations, Undertakings and Events of Default*).

“Major Undertaking” means an undertaking provided by Bidco or (to the extent expressly stated to apply to Holdco, the Parent or the Delaware Company) Holdco, the Parent or the Delaware Company 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) set out in Part II of Schedule 6 (*Major Representations, Undertakings and Events of Default*), other than (during the Certain Funds Period) paragraph 8(d) of Part II of Schedule 6 (*Major Representations, Undertakings and Events of Default*).

“Majority Interim Lenders” means, at any time, Interim Lenders:

- (a) whose Interim Commitments then aggregate more than 50 per cent. of the Total Interim Commitments; or

- (b) if the Total Interim Commitments have then been reduced to zero, whose Interim Commitments aggregated more than 50 per cent. of the Total Interim Commitments immediately before that reduction.

“Management Group” means the group consisting of the directors, executive officers, other management personnel and consultants or operating advisors of a Group Company (for the avoidance of doubt, a company in the Target Group, once acquired) or any Holding Company of Bidco, as the case may be, on the date of this Agreement or the Interim Closing Date together with:

- (a) any new directors whose election by such boards of directors or whose nomination for election by the shareholders of Bidco or any Holding Company of Bidco, as applicable, was approved by a vote of a majority of the directors of Bidco or such Holding Company of Bidco, as applicable, then still in office who were either directors on the date of this Agreement or the Interim Closing Date or whose election or nomination was previously so approved; and
- (b) executive officers, other management personnel, consultants or operating advisors of Bidco or any Holding Company of Bidco, as applicable, hired at a time when the directors on the date of this Agreement or the Interim Closing Date together with the directors so approved constituted a majority of the directors of Bidco or any Holdco Parent, as applicable.

“Margin” means:

- (a) in relation to the Interim USD Facility B, 5.00 per cent. per annum;
- (b) in relation to the Interim EUR Facility B, 0.00 per cent. per annum;
- (c) in relation to the Interim USD Bridge Facility, 4.00 per cent. per annum;
- (d) in relation to the Interim EUR Bridge Facility, 5.00 per cent. per annum;
- (e) in relation to the Interim Revolving Facility, 4.75 per cent. per annum.

“Material Adverse Effect”: means any event or circumstance which in each case after taking into account all mitigating factors or circumstances including, any warranty, indemnity, insurance or other resources available to or of the Group or right of recourse against any third party with respect to the relevant event or circumstance and any obligation or commitment (or potential commitment) of any person to provide any additional investment (including by way of shareholder loan) has a material adverse effect on the consolidated business, assets or financial condition of the Group (taken as a whole) such that the Group (taken as a whole) would be reasonably likely to be unable to perform its payment obligations under the Interim Documents in respect of principal amounts due and payable thereunder; and if capable of remedy, is not remedied within 20 Business Days of the Obligors’ Agent being given written notice of the issue by the Interim Facilities Agent.

“Member State” means a member state of the European Union.

“Minimum Acceptance Condition” means, in relation to an Offer, an Acceptance Condition of not less than seventy-five (75) per cent. of the voting rights exercisable at a general meeting of the Target (at the time the Offer becomes or is declared unconditional), 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, whether pursuant to the exercise of any outstanding subscription rights or conversion rights or otherwise.

“MLI” means the Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting of 24 November 2016.

“New Interim Lender” has the meaning given to that term in Clause 23.2 (*Transfers by Interim Lenders*).

“Non-Bank Lender” means an Interim Lender which gives a Tax Confirmation in the documentation which it executes on becoming a Party as an Interim Lender.

“Obligors” means the Borrower.

“Offer” means the takeover offer (as defined in section 974 of the Act) by Bidco in accordance with the City Code to acquire the entire issued share capital of the Target (within the meaning of section 975 of the Act) 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 Bidco 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 all respects in accordance with the requirements of the City Code.

“Panel” means The Panel on Takeovers and Mergers.

“Parent” means ABC Technologies Inc., a corporation existing under the laws of Ontario.

“Parent Entity” means any direct or indirect parent of Bidco.

“Participating Member State” means any member state of the European Union 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 or share registries, notarisations, notifications, endorsements and/or stampings of the Interim Security Documents and/or the Security Interests created thereunder.

“Permitted Holders” means, at any time, each of:

- (a) the Investors;
- (b) the Management Group;
- (c) any person that, directly or indirectly, holds or acquires 100% of the total voting power of the Voting Stock of Holdco, and of which no other person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), other than any of the other Permitted Holders, holds more than 50% of the total voting power of the Voting Stock thereof, any new Holding Company of Holdco as part of a transaction described in sub-paragraph (d)(i) of the definition of “Change of Control” and its subsidiaries;

- (d) any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision) the members of which include any of the Permitted Holders specified in paragraphs (a) and (b) above and that, directly or indirectly, hold or acquire beneficial ownership of the Voting Stock of Holdco or a Permitted Holder specified in paragraph (c) above (a “Permitted Holder Group”), so long as in the case of such group and without giving effect to the existence of such group or any other group, holders specified in paragraphs (a) and (b) above collectively, have beneficial ownership of more than fifty (50) per cent. on a fully diluted basis of the Voting Stock held by the Permitted Holder Group, and
- (e) any Related Person of the persons referred to in paragraphs (a) and (c) above.

“Permitted Payment” means any payment:

- (a) to enable a Holding Company of the Borrower 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 upfront fees to the Initial Investors (in each case, provided that such payment is in accordance with the Funds Flow Statement);
- (c) constituting the repayment or prepayment of liabilities under the Interim Documents;
- (d) for the purpose of funding transaction costs incurred in connection with the Acquisition, 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
- (e) set out in or contemplated by the Structure Memorandum or otherwise made as part of a Permitted Transaction.

“Permitted Transaction” means:

- (a) any step, circumstance or transaction contemplated by or referred to in the Transaction Documents, the Funds Flow Statement and the Structure Memorandum (other than any exit steps described therein) or the Long-term Financing Agreements (or other refinancing of the Interim Facilities) (and related documentation);
- (b) any step, circumstance or transaction which is mandatorily required by law, including in respect of the Acquisition required by any Relevant Regulator or in compliance with any Applicable Securities Law (including arising under an order of attachment or injunction or similar legal process);
- (c) 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 Transaction as set out in the 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;

- (d) the Transactions, and any payment, transaction or arrangement entered into or arising in respect of the Acquisition or described in the Structure Memorandum (other than any exit steps described therein), including any guarantee, loan or security in respect thereof and any payment, set-off, exercise of rights or other transactions contemplated by the Acquisition Documents or the Structure Memorandum (other than any exit steps described therein) (together with all intermediate steps, circumstance or actions); and
- (e) any transaction to which the Interim Facilities Agent (acting on the instructions of the Majority Interim Lenders) shall have given prior written consent; and
- (f) any action to be taken by a member of the Group that, in the reasonable opinion of the Obligors' Agent, is necessary to implement or complete the Acquisition or has arisen as a part of the negotiations with the senior management of the Target Group (as a whole), the Court, the Panel, a Relevant Regulator or any anti-trust authority, regulatory authority, pensions trustee, pensions insurer, works council or trade union (or any similar or equivalent person to any of the foregoing in any jurisdiction).

“Preferred Stock”, as applied to the Capital Stock of any person, means Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such person, over shares of Capital Stock of any other class of such person.

“Prevailing Market Determination” means a determination by the Interim Facilities Agent (that shall be made by the Interim Facilities Agent acting in good faith and promptly) in relation to the provisions of any document or any Benchmark Rate Change, where such determination shall be given if such provisions broadly reflect at such time any prevailing London or European market position for loans in the relevant currency or reflect the position as set out in another syndicated loan precedent for any borrower owned (directly or indirectly, in whole or in part) by the Consortium or their Affiliates (including any precedent provided to the Interim Facilities Agent by the Obligors' Agent in respect of such provisions).

“Qualifying Interim Lender” means, in respect of a payment under an Interim Document, an Interim Lender which is beneficially entitled (in the case of a Treaty Interim Lender, within the meaning of the relevant Treaty) to interest payable by the relevant Obligor to that Interim Lender under an Interim Document and is:

- (a) an Interim Lender:
  - (i) which is a bank (as defined for the purpose of section 879 of the ITA) making an advance under an Interim Document and is within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance or would be within such charge as respects such payments apart from section 18A of the CTA; or
  - (ii) in respect of an advance made under an Interim 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 is 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; 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; 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 euro, two TARGET Days before the first day of that period,
- (b) if the currency is US dollars, two US Government Securities 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 Facilities Agent in accordance with market practice in that market (and, if quotations would normally be given by leading banks in that market on more than one day, the Rate Fixing Day will be the last of those days).

“Receiver” means a receiver and manager or administrative receiver of the whole or any part of the Charged Property.

“Reference Banks” means, in relation to the Funding Cost, the principal London, New York City or Paris offices of such banks or financial institutions as may be appointed (and who have consented to such appointment) by the Interim Facilities Agent after consultation with the Obligors’ Agent.

“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.

“Related Person” with respect to any Permitted Holder, means, in each case excluding any portfolio operating companies:

- (a) any controlling equity holder or Subsidiary of such person;
- (b) in the case of an individual, any spouse, family member or relative of such individual, any trust or partnership for the benefit of one or more of such individual and any such spouse, family member or relative, or the estate, executor, administrator, committee or beneficiaries of any thereof;



- (c) any trust, corporation, partnership or other person for which one or more of the Permitted Holders and other Related Persons of any thereof constitute the beneficiary, stockholders, partners or owners thereof, or persons beneficially holding in the aggregate a majority (or more) controlling interest therein; and
- (d) any investment fund or vehicle managed, sponsored or advised by such person or any successor thereto, or by any Affiliate of such person or any such successor.

“Relevant Market” means:

- (a) in the case of euros, the European interbank market;
- (b) in the case of US dollars, the market for overnight cash borrowing collateralised by US Government securities; and
- (c) in relation to a Compounded Rate Currency, the market specified as such in the applicable Compounded Rate Terms.

“Relevant Regulator” means the Panel, the Court, the Competition and Markets Authority or any other entity, agency, body, governmental authority or person that has regulatory or supervisory authority or other similar power in connection with the Acquisition.

“Reports” has the meaning given in Schedule 4 (*Conditions Precedent*).

“Reservations” means the principle that equitable remedies may be granted or refused at the discretion of the court, the limitation on enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration and other laws generally affecting the rights of creditors and secured creditors, the time barring of claims under any applicable limitation statutes, the possibility that a court may strike out a provision of a contract for recession or oppression, undue influence or similar reason, the possibility that an undertaking to assume liability for or to indemnify a person against non-payment of stamp duty may be void, defences of acquiescence, set-off or counterclaim and similar principles, the principles that in certain circumstances a Security Interest granted by way of fixed charge may be recharacterised as a floating charge or that a Security Interest purported to be constituted as an assignment may be recharacterised as a charge, the principle that additional or default interest imposed pursuant to any relevant agreement may be held to be unenforceable on the grounds that it is a penalty and thus void, the principle that a court may not give effect to an indemnity for legal costs incurred by an unsuccessful litigant, the principle that the creation or purported creation of a Security Interest over any asset not beneficially owned by the relevant charging company at the date of the relevant security document or over any contract or agreement which is subject to a prohibition on transfer, assignment or charging may be void, ineffective or invalid and may give rise to a breach of the contract or agreement over which a Security Interest has purportedly been created, 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 Schedule 4 (*Conditions Precedent*).

“Restricted Party” means a person that is:

- (a) listed, owned or controlled by any person which is specifically listed on the Specially Designated Nationals List (as amended, supplemented or substituted from time to time) maintained by the Office of Foreign Assets Control of the US Department of the Treasury, or any equivalent list maintained by the authorities of the United Nations, the European Union, Her Majesty’s Treasure, Switzerland, any European Union member state or any other United States federal government entity (each a “Sanctions Authority”); or

- (b) located, organised or resident in the Crimea Region of Ukraine, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, Cuba, Iran, North Korea, Afghanistan, Syria, Sudan and Myanmar or any other country or territory which itself is, or whose government is, is the subject of general export, import, financial or investment embargoes or any other restrictive measures imposed, enacted administered or enforced from time to time by a Sanctions Authority (each a “Sanctioned Country”).

“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.

“Rollover Investor” means any (direct or indirect) shareholder in the Target immediately prior to the Interim Closing Date or any of its Affiliates or any director, member of management or any other person, in each case, which reinvests any proceeds received pursuant to or in connection with the Acquisition (directly or indirectly) in Holdco or any Holding Company of Holdco (including on a non-cash rollover basis).

“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.

“Scheme” means the scheme of arrangement effected pursuant to part 26 of the Act between the Target and its shareholders to implement the Acquisition pursuant to which Bidco will, subject to the occurrence of the Scheme Effective Date, become the holder of the entire issued share capital of the Target.

“Scheme Document” means the document to be sent to (among others) the 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 Act 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 Act.

“Screen Rate” means in relation to EURIBOR, the euro interbank offered rate administered by the Banking Federation of the European Union (or any other person which takes over the administration of that rate) for the relevant period displayed on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters 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. If such page is replaced or service ceases to be available, the Interim Facilities Agent may specify another page or service displaying the appropriate rate in accordance with Clause 8.6 (*Replacement of Screen Rate*).

“Security Interest” means any mortgage, charge (fixed or floating), pledge, lien, hypothec, hypothecation, right of set-off, security trust, assignment, reservation of title or other security interest, any other agreement (including a sale and repurchase arrangement) having the commercial effect of conferring security, right of retention and, in general, any right in rem, created for the purpose of granting security.

“Security Provider” means Holdco.

“Senior Secured Bridge Loan Documentation” has the meaning given to that term in the Commitment Letter.

“Senior Secured Bridge Facility” has the meaning given to that term in the Commitment Letter.

“Senior Secured Notes” has the meaning given to that term in the Commitment Letter.

“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).

“Squeeze-Out” means an acquisition of the outstanding shares in the Target that Bidco has not acquired, pursuant to the procedures contained in sections 979 to 982 of the Act.

“Structure Memorandum” has the meaning given to it in Schedule 4 (*Conditions Precedent*).

“Subordinated Shareholder Document” means any document creating Subordinated Shareholder Liabilities.

“Subordinated Shareholder Liabilities” means any loan or other indebtedness owed by Parent or any of its Subsidiaries to Holdco or any (direct or indirect) shareholder of Holdco provided that such loan, note, bond or other indebtedness is subordinated pursuant to the provisions of Clause 26 (*Subordination*) or on substantially the same terms as the provisions of Clause 26 (*Subordination*) or otherwise on terms satisfactory to the Interim Facilities 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 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 Lenders” means, at any time, Interim Lenders:

- (a) whose Interim Facility Commitments aggregate more than sixty-six and two thirds ( $66\frac{2}{3}$ ) per cent. of the Total Interim Commitments; or
- (b) if the Total Interim Commitments have at that time been reduced to zero (0), whose Interim Facility Commitments aggregated more than sixty-six and two thirds ( $66\frac{2}{3}$ ) per cent. of the Total Interim Commitments immediately prior to that reduction.

“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 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 Obligors’ Agent notifies to the Interim Facilities Agent

) after the date on which the Obligors' Agent (or other member of the Group) delivers the relevant document, supplement, proposal, request or amendment to the Interim Facilities Agent. Unless the Obligors' Agent notifies the Interim Facilities Agent, Clause 25.3 (*Excluded Commitment*) shall not apply when determining the Super Majority Interim Lenders for these purposes (and, for the avoidance of doubt, the Obligors' Agent 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).

“T2” means the real time gross settlement system operated by the Eurosystem, or any successor system.

“Target” shall have the meaning given to it in the Commitment Letter.

“TARGET Day” means any day on which T2 is open for the settlement of payments in euro.

“Target Group” means the Target and its Subsidiaries.

“Target Shares” means the entire issued share capital of the Target, together with all rights attaching thereto or exercisable in respect thereof.

“Tax” means any tax, levy, assessment, impost, deduction, duty or withholding or any charge of a similar nature (including any penalty 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 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 refund, rebate or repayment of, any Tax.

“Tax Deduction” means a deduction or withholding for or on account of Tax from any payment under an Interim 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*).

“Term Facility” has the meaning given to that term in the Commitment Letter.

“Term Rate Loan” means an Interim Loan which is not (or has not become, following a Compounded Rate Supplement or Benchmark Rate Change in relation thereto taking effect) a Compounded Rate Loan.

“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 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 for that 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 at 11:00 am (New York City time) on the Rate Fixing Day, most recent USD Central Bank Rate for a day which is no more than five US Government Securities Business Days before the relevant Rate Fixing Day),

as of, in the case of paragraphs (a) and (c) above, the 11:00 am on the Quotation Day for USD and for a period equal in length to the Interest Period of that Loan and, if any such rate applicable to an Interim Loan denominated in USD is below zero per cent., Term SOFR for such Interim Loan will be deemed to be zero per cent.

“Total Interim Commitments” means at any time the aggregate of the Total Interim EUR Bridge Facility Commitments, Total Interim EUR Facility B Commitments, Total Interim Revolving Facility Commitments, Total Interim USD Bridge Facility Commitments and the Total Interim USD Facility B Commitments.

“Total Interim EUR Bridge Facility Commitments” means at any time the aggregate of the Interim EUR Bridge Facility Commitments, being as at the date of this Agreement, EUR equivalent of USD 500,000,000, it being understood that such EUR equivalent shall be determined by reference to the Interim Facilities Agent’s Spot Rate of Exchange on the date that is two (2) Business Days immediately prior to the Interim Closing Date or such other date as reasonably agreed by Bidco and the Arrangers.

“Total Interim EUR Facility B Commitments” means at any time the aggregate of the Interim EUR Facility B Commitments, being as at the date of this Agreement, EUR 0.

“Total Interim Revolving Facility Commitments” means at any time the aggregate of the Interim Revolving Facility Commitments, being as at the date of this Agreement, USD 500,000,000.

“Total Interim USD Bridge Facility Commitments” means at any time the aggregate of the Interim USD Bridge Facility Commitments, being as at the date of this Agreement, USD 500,000,000.

“Total Interim USD Facility B Commitments” means at any time the aggregate of the Interim USD Facility B Commitments, being as at the date of this Agreement, USD 1,225,000,000.

“Transactions” has the meaning given to such term in the Commitment Letter.

“Transaction Documents” means the Interim Documents, the Commitment Letter, 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 8 (*Form of Transfer Certificate*) or in any other form agreed between the Interim Facilities Agent and the Obligors’ Agent.

“Transfer Date” means, in relation to an assignment or a transfer, the later of:

- (a) the proposed Transfer Date specified in the relevant Assignment Agreement or Transfer Certificate; and
- (b) the date on which the Interim Facilities Agent executes the relevant Assignment Agreement or Transfer Certificate.

“Treaty Interim Lender” means, in respect of a payment under an Interim 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 United Kingdom through a permanent establishment (as such term is defined for the purposes of the relevant Treaty) with which that Interim Lender’s participation in the Interim Loan is effectively connected; and
- (c) fulfils all other conditions which must be fulfilled in order to benefit from a full exemption under the relevant Treaty and United Kingdom domestic law from Tax imposed by the United Kingdom on interest, including the completion of any 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.

“US” means the United States of America.

“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 Agent) of the USD Central Bank Rate Spreads for the five 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 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 organization) 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 Value Added Tax Act 1994;
- (b) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112) and 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 paragraph (a) or (b) above, or imposed elsewhere.

“Voting Stock” of a person means all classes of Capital Stock of such person then outstanding and normally entitled to vote in the election of directors.

## 2. Other References

- (a) In this Agreement, unless a contrary intention appears, a reference to:
  - (i) an “agreement” includes any legally binding arrangement, contract, deed or instrument (in each case, whether oral or written);
  - (ii) an “amendment” includes any amendment, supplement, variation, novation, modification, replacement or restatement (however fundamental), and amend and amended shall be construed accordingly;
  - (iii) “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;
  - (iv) a “consent” includes an authorisation, permit, approval, consent, exemption, licence, order, filing, registration, recording, notarisation, permission or waiver;

- (v) a “disposal” includes any sale, transfer, grant, lease, licence or other disposal, whether voluntary or involuntary, and dispose will be construed accordingly;
- (vi) “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 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; (vii) 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 months after the anticipated final maturity date of a Term Facility; (viii) 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; (ix) 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 (x) the amount of any liability in respect of any guarantee for any of the items referred to in (i) to (ix);
- (vii) a “guarantee” includes:
  - (A) an indemnity, counter-indemnity, guarantee or similar assurance against loss in respect of any indebtedness of any other person; and
  - (B) 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;
- (viii) “including” means including without limitation, and includes and included shall be construed accordingly;
- (ix) “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;
- (x) “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;
- (xi) a “month” means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:



- (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 references to months shall be construed accordingly;

- (xii) 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;
- (xiii) an Acceleration Notice being outstanding means that such Acceleration Notice provided by the Interim Facilities Agent under paragraph (a)(i) of Clause 7.1 (*Repayment*) has not been revoked, withdrawn or cancelled by the Interim Facilities Agent or otherwise ceases to have effect;
- (xiv) 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 Facilities Agent to the Obligors’ Agent;
- (xv) 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);
- (xvi) 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;
- (xvii) 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 Documents to a counterparty and sub-participate shall be construed accordingly;

(xviii) “€”, “EUR”, “Euro” and “euro” denote the single currency for the time being of Participating Member States. “£”, “GBP” and “Sterling” denote the lawful currency for the time being of the United Kingdom. “USD”, “US dollars” and “\$” denote the lawful currency for the time being of the United States; and

(xix) a page or screen of an information service displaying a rate shall include:

(A) any replacement page of that information service which displays that rate; and

(B) 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 Facilities Agent after consultation with the Obligors’ Agent; and

(xx) a “Central Bank Rate” shall include any successor rate to, or replacement rate for, that rate.

(b) In this Agreement, unless a contrary intention appears:

(i) 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;

(ii) references to paragraphs, Clauses and Schedules are references to, respectively, paragraphs and clauses of, and schedules to, this Agreement and references to this Agreement include its Schedules;

(iii) a reference to (or to any specified provision of) any agreement (including any of the Interim 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 Document);

(iv) 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;

(v) a reference to a time of day is, unless otherwise specified, to London time;

(vi) the index to and the headings in this Agreement are for convenience only and are to be ignored in construing this Agreement; and

(vii) 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 13 (*Compounded Rate Terms*) and/or Schedule 14 (*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 Documents required by the Obligors' Agent (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 Facilities 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 Documents (and shall do so on the request of and at the cost of the Obligors' Agent) and to make any Prevailing Market Determination requested by the Obligors' Agent.

- (c) A Bank Guarantee is "repaid" or "prepaid" (or any derivative form thereof) to the extent that:
- (i) an Obligor provides cash cover for that Bank Guarantee or complies with its obligations under paragraph 2(a) (*Immediately payable*) and/or subparagraph (ii) of paragraph 2(f) (*Claims under a Bank Guarantee*) of Schedule 10 (*Bank Guarantees*);
  - (ii) 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);
  - (iii) the Bank Guarantee is returned by the beneficiary with its written confirmation that it is released and cancelled;
  - (iv) a bank or financial institution with a long-term corporate credit rating from Moody's Investor Services, Standard & Poor's or Fitch 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
  - (v) the Issuing Bank in respect of such Bank Guarantee (acting reasonably) has confirmed to the Interim Facilities 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 (i) to (iv) above is the amount of the relevant cash cover, payment, release, cancellation, guarantee, indemnity, counter-indemnity, assurance or reduction.
- (d) 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.
- (e) 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 10 (*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.

- (f) Notwithstanding any other term of the Interim Documents, in this Agreement:
  - (i) a reference to the assets of an Obligor shall exclude the assets of the Target and any member of the Target Group; and
  - (ii) 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 (or, where applicable, Holdco, the Parent or the Delaware Company) shall relate to an Obligor (or, where applicable, Holdco, the Parent or the Delaware Company) or otherwise be deemed to constitute, or result in, a breach of any representation, warranty, undertaking or other term in the Interim Documents, to constitute or give rise to a breach of a Major Undertaking or Major Representation or to have a Material Adverse Effect or to have a Major Event of Default.
- (g) A document in “agreed form” is a document which is previously agreed in writing by or on behalf of Bidco and the Interim Facilities Agent (or their respective counsels or designees on their behalf).

Schedule 2  
Original Interim Lenders

<b>Name of Original Interim Lender</b>	<b>Interim USD Facility B Commitments (USD)</b>	<b>Interim EUR Facility B Commitments (EUR)</b>	<b>Interim USD Bridge Facility Commitments (USD)</b>	<b>Interim EUR Bridge Facility Commitments (EUR)</b>	<b>Interim Revolving Facility Commitment (USD)</b>	<b>Qualifying Interim Lender Status</b>	<b>Jurisdiction of Tax residence and (if applicable) HMRC DT Treaty Passport Scheme Number</b>
Citibank, N.A. London Branch	USD 0	EUR 0	USD 0	EUR equivalent of USD 0	USD 91,000,000	Is a Qualifying Interim Lender (other than a Treaty Interim Lender)	USA  N/A (Citibank, N.A. London Branch does not need to use the HMRC DTTP as UK branches of overseas entities have a domestic exemption.)
Citicorp North America, Inc.	USD 222,950,000	EUR 0	USD 91,000,000	EUR equivalent of USD 91,000,000	USD 0	Is a Qualifying Interim Lender by virtue of being a Treaty Interim Lender	USA  13/C/352460/DTTP
Banco Santander, S.A., New York Branch	USD 133,770,000	EUR 0	USD 54,600,000	EUR equivalent of USD 54,600,000	USD 54,600,000	Is a Qualifying Interim Lender by virtue of being a Treaty Interim Lender	Spain  9/S/267974/DTTP

<b>Name of Original Interim Lender</b>	<b>Interim USD Facility B Commitments (USD)</b>	<b>Interim EUR Facility B Commitments (EUR)</b>	<b>Interim USD Bridge Facility Commitments (USD)</b>	<b>Interim EUR Bridge Facility Commitments (EUR)</b>	<b>Interim Revolving Facility Commitment (USD)</b>	<b>Qualifying Interim Lender Status</b>	<b>Jurisdiction of Tax residence and (if applicable) HMRC DT Treaty Passport Scheme Number</b>
The Toronto-Dominion Bank	USD 133,770,000	EUR 0	USD 54,600,000	EUR equivalent of USD 54,600,000	USD 54,600,000	Is a Qualifying Interim Lender by virtue of being a Treaty Interim Lender	Canada 3/T/80000/DTTP
Bank of Montreal	USD 89,180,000	EUR 0	USD 36,400,000	EUR equivalent of USD 36,400,000	USD 36,400,000	Is a Qualifying Interim Lender by virtue of being a Treaty Interim Lender	Canada 3/M/270436/DTTP
Canadian Imperial Bank of Commerce	USD 89,180,000	EUR 0	USD 36,400,000	EUR equivalent of USD 36,400,000	USD 36,400,000	Is a Qualifying Interim Lender by virtue of being a Treaty Interim Lender	Canada 3/C/80001/DTTP
Deutsche Bank AG New York Branch	USD 73,500,000	EUR 0	USD 30,000,000	EUR equivalent of USD 30,000,000	USD 30,000,000	Is a Qualifying Interim Lender by virtue of being a Treaty Interim Lender	Germany 7/D/70006/DTTP

<b>Name of Original Interim Lender</b>	<b>Interim USD Facility B Commitments (USD)</b>	<b>Interim EUR Facility B Commitments (EUR)</b>	<b>Interim USD Bridge Facility Commitments (USD)</b>	<b>Interim EUR Bridge Facility Commitments (EUR)</b>	<b>Interim Revolving Facility Commitment (USD)</b>	<b>Qualifying Interim Lender Status</b>	<b>Jurisdiction of Tax residence and (if applicable) HMRC DT Treaty Passport Scheme Number</b>
The Bank of Nova Scotia	USD 89,180,000	EUR 0	USD 36,400,000	EUR equivalent of USD 36,400,000	USD 36,400,000	Is a Qualifying Interim Lender by virtue of being a Treaty Interim Lender	Canada 3/T/366714/DTTP
National Westminster Bank Plc	USD 0	EUR 0	USD 0	EUR equivalent of USD 0	USD 30,000,000	Is a Qualifying Interim Lender (other than a Treaty Interim Lender)	UK N/A
Natwest Markets Plc	USD 73,500,000	EUR 0	USD 30,000,000	EUR equivalent of USD 30,000,000	USD 0	Is a Qualifying Interim Lender (other than a Treaty Interim Lender)	UK N/A
Mizuho Bank, Ltd.	USD 44,590,000	EUR 0	USD 18,200,000	EUR equivalent of USD 18,200,000	USD 18,200,000	Is a Qualifying Interim Lender by virtue of being a Treaty Interim Lender	Japan 43/M/274822/DTTP

<b>Name of Original Interim Lender</b>	<b>Interim USD Facility B Commitments (USD)</b>	<b>Interim EUR Facility B Commitments (EUR)</b>	<b>Interim USD Bridge Facility Commitments (USD)</b>	<b>Interim EUR Bridge Facility Commitments (EUR)</b>	<b>Interim Revolving Facility Commitment (USD)</b>	<b>Qualifying Interim Lender Status</b>	<b>Jurisdiction of Tax residence and (if applicable) HMRC DT Treaty Passport Scheme Number</b>
Goldman Sachs Bank USA	USD 89,180,000.00	EUR 0	USD 36,400,000	EUR equivalent of USD 36,400,000	USD 36,400,000.00	Is a Qualifying Interim Lender by virtue of being a Treaty Interim Lender	USA 13/G/351779/DTTP
JPMorgan Chase Bank, N.A.	USD 89,180,000	EUR 0	USD 36,400,000	EUR equivalent of USD 36,400,000	USD 36,400,000.00	Is a Qualifying Interim Lender by virtue of being a Treaty Interim Lender	USA 013/M/0268710/DTTP
Fifth Third Bank, National Association	USD 27,317,500	EUR 0	USD 11,150,000	EUR equivalent of USD 11,150,000	USD 11,150,000.00	Is a Qualifying Interim Lender by virtue of being a Treaty Interim Lender	United States of America 13/F/24267/DTTP
ING Capital LLC	USD 27,317,500.00	EUR 0	USD 11,150,000	EUR equivalent of USD 11,150,000	USD 11,150,000.00	Is a Qualifying Interim Lender by virtue of being a Treaty Interim Lender	USA 13/I/273576/DTTP



<b>Name of Original Interim Lender</b>	<b>Interim USD Facility B Commitments (USD)</b>	<b>Interim EUR Facility B Commitments (EUR)</b>	<b>Interim USD Bridge Facility Commitments (USD)</b>	<b>Interim EUR Bridge Facility Commitments (EUR)</b>	<b>Interim Revolving Facility Commitment (USD)</b>	<b>Qualifying Interim Lender Status</b>	<b>Jurisdiction of Tax residence and (if applicable) HMRC DT Treaty Passport Scheme Number</b>
Natixis, New York Branch	USD 27,317,500	EUR 0	USD 11,150,000	EUR equivalent of USD 11,150,000	USD 11,150,000.00	Is a Qualifying Interim Lender by virtue of being a Treaty Interim Lender	USA 5/N/243838/DTTP
National Bank of Canada	USD 15,067,500	EUR 0	USD 6,150,000	EUR equivalent of USD 6,150,000	USD 6,150,000.00	Is a Qualifying Interim Lender by virtue of being a Treaty Interim Lender	Canada 3/N/371498/DTTP
Total	USD 1,225,000,000	EUR 0	USD 500,000,000	EUR equivalent of USD 500,000,000	USD 500,000,000	-	-

Schedule 3  
Form of Drawdown Request

Part I  
Loan Request

To:  as Interim Facilities Agent

From:

Date:

– Interim Facilities Agreement dated  (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:
  - (a) Facility: Interim [EUR Facility B] [EUR Bridge Facility] [USD Facility B] [USD Bridge Facility] [Revolving Facility]
  - (b) Drawdown Date:
  - (c) Amount:
  - (d) Currency:
  - (e) Interest Period:
3. Our [payment/delivery] instructions are: .
4. We confirm that each condition specified in paragraph (a) of Clause 3.1 (*Conditions Precedent – Interim Utilisations*) is satisfied at the date of this Drawdown Request or will be satisfied on or before the proposed Drawdown Date.
5. This Drawdown Request is 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).

By

Part II  
Bank Guarantee Request

To: [ ] as Interim Facilities Agent

From: [ ]

Date: [ ]

[ ] – Interim Facilities Agreement dated [ ] (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:
  - (a) Facility: Interim Revolving Facility
  - (b) Drawdown Date: [ ]
  - (c) Amount: [ ]
  - (d) Currency: [EUR][USD][GBP]
  - (e) Expiry Date: [ ]
3. Our instructions are: [ ].
4. A copy of the Bank Guarantee is attached.
5. We confirm that each condition specified in paragraph (a) of Clause 3.1 (*Conditions Precedent – Interim Utilisations*) 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.

By:  
[ ]

Schedule 4  
Conditions Precedent

1. Obligors and Holdco

- (a) *Constitutional documents*: a copy of the constitutional documents of each of Bidco and Holdco (the “Interim Loan Parties”).
- (b) *Corporate approvals*: with respect to each Interim Loan Party, to the extent legally required, a copy of a resolution of the board of directors of each Interim Loan Party:
  - (i) approving the terms of, and the transactions contemplated by, the Interim Documents to which it is a party and resolving that it execute the Interim Documents to which it is a party;
  - (ii) authorising a specified person or persons to execute the Interim Documents to which it is a party on its behalf (to the extent such person will execute an Interim Document); 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 Documents to which it is a party.
- (c) *Shareholder resolutions*: if required by law or by the constitutional documents of Bidco, a copy of a resolution of the shareholder of Bidco approving the terms of, and the transactions contemplated by, the Interim Finance Documents to which it is a party.
- (d) *Specimen signatures*: specimen signatures for the person(s) authorised in the resolutions referred to above (to the extent such person will execute an Interim Document).
- (e) *Director’s certificates*: A certificate from each Interim Loan Party (signed by an authorised signatory):
  - (i) certifying that each copy document relating to it specified in paragraphs (a) to (d) 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 any guarantee limitations and Agreed Guaranty and Security Principles (as defined in the Commitment Letter), borrowing or guaranteeing or securing (as relevant) the Total Interim Commitments would not cause any borrowing, guarantee or security limit (as relevant) binding on it to be exceeded.

2. Interim Documents

A copy of the counterparts of each of the following documents duly executed by each Interim Loan Party (in each case to the extent they are a party to such document):

- (a) the Interim Security Documents listed in the table below:

Name of party to Interim Security Document	Interim Security Document	Governing law of Interim Security Document
Holdco	Limited recourse collateral agreement in respect of (x) Holdco's shares in the capital of Parent and (y) any Subordinated Shareholder Liabilities owed to it by Parent (if any)	Canada

(b) the Interim Agency Fee Letter and Interim Fee Letter.

### 3. Legal Opinions

(a) The following legal opinions:

- (i) a legal opinion from Canadian law counsel to Holdco in respect of the capacity and authority of Holdco to enter into the Interim Documents to which it is a party; and
- (ii) a legal opinion from English law counsel to the Interim Finance Parties in respect of the capacity and authority of Bidco to enter into the Interim Documents to which it is a party and in respect of the enforceability of the Interim Documents governed by English law.

### 4. Acquisition

A copy of the draft Announcement.

### 5. Reports

The following reports (the "Reports") on a non-reliance basis and subject to each Interim Finance Party having signed all applicable confidentiality/release letters in relation thereto and the relevant Report provider having approved the release of such Report to the relevant Interim Finance Party:

- (a) a due diligence report prepared by Kirkland & Ellis;
- (b) a due diligence report prepared by PricewaterhouseCoopers; and
- (c) a tax strawman paper prepared by PricewaterhouseCoopers in respect of the Acquisition (the "Structure Memorandum"),

and, in each case provided, that to the extent the Obligor's Agent (in its sole and absolute discretion) elects to deliver any updated Reports to the Arrangers or the Interim Facilities Agent after the date of this Agreement, each such updated Report shall be deemed to be in form and substance satisfactory to the Interim Facilities Agent if provided substantially in the form received by the Arrangers on or prior to the date of this Agreement or with any amendments or modifications which do not materially and adversely affect the interests of the Original Interim Lenders (taken as a whole) under the Interim Documents or any other amendments or modifications which have been made with the approval of the Majority Interim Lenders (such approval not to be unreasonably withheld, made subject to any condition or delayed). For the avoidance of doubt, the Obligors' Agent may update any due diligence (including any Reports)

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. Other

- (a) *Closing Certificate*: a certificate from Bidco (signed by an authorised signatory) confirming that 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.
- (b) *Funds Flow Statement*: (for informational purposes only) the Funds Flow Statement, it being understood, for the avoidance of doubt, that such document shall not be required to be in form and substance satisfactory to the Interim Facilities Agent or any other Interim Finance Party.
- (c) *Fees*: reasonable evidence that the Interim Facilities Fees due and payable to the Interim Finance Parties for their own account 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 Facilities Agent), provided, that a reference to payment of such fees in the Drawdown Request or the Funds Flow Statement shall be deemed to be reasonable evidence that this condition precedent is satisfactory to the Interim Facilities Agent.
- (d) *KYC*: completion of the Original Interim Lenders' reasonable "know your customer" checks on Holdco and Bidco which are required and which (in each case) have been notified to Bidco not later than ten (10) Business Days prior to the date of this Agreement.

Schedule 5  
[Reserved]

Schedule 6  
Major Representations, Undertakings and Events of Default

Part I  
Major Representations

1. Status

It is (and the Parent and the Delaware Company are) duly incorporated (or, as the case may be, organised) and validly existing under the laws of its jurisdiction of its incorporation (or, as the case may be, organisation).

2. Binding obligations

Subject to the Reservations and the Perfection Requirements, its obligations expressed to be assumed by it under the Interim Documents to which it is a party are valid, legally binding and enforceable obligations.

3. Non-conflict with other obligations

Subject to the Reservations and the Perfection Requirements, the entry into and performance by it of, and the transactions contemplated by the Interim Documents to which it is a party do not contravene:

- (a) any law or regulation applicable to it which would have a Material Adverse Effect;
- (b) its constitutional documents in any material respect; or
- (c) any agreement or instrument binding upon it or any of its assets, to an extent which has a Material Adverse Effect.

4. Power and authority

Subject to the Reservations and the Perfection Requirements:

- (a) it has the power to enter into, perform its obligations and deliver, and has taken all necessary action to authorise its entry into, performance of its obligations and delivery of, each of the Interim Documents to which it is a party; and
- (b) it has the power to own its material assets and carry on its business substantially as it is now being conducted, save to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.



Part II  
Major Undertakings

1. Acquisitions, Mergers and Joint Ventures

Save for any Permitted Transaction, it will not (and will procure that the Parent and the Delaware 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 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

- (a) It will not (and will procure that the Parent and the Delaware Company will not) create or permit to subsist any Security Interest over any of its assets, other than:
  - (i) any Security Interest created or evidenced by the Interim Security Documents;
  - (ii) 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;
  - (iii) security arising under the general business conditions in the ordinary course of day-to-day business, including without limitation with any bank with whom any Group Company maintains a banking relationship, including security under the general terms and conditions of those banks;
  - (iv) security interests over credit balances created or subsisting pursuant to or in connection with cash pooling arrangements
  - (v) 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 45 days;
  - (vi) any Security Interest arising under any Permitted Transaction;
  - (vii) any Security Interest arising under or in connection with the Long-term Financing Agreements; and
  - (viii) Security required to be provided pursuant to any Applicable Securities Law in connection with the Acquisition.
- (b) Holdco will:
  - (i) not create or permit to subsist any Security Interest over any of the shares in, or other financial securities issued by, Parent, or receivables owed to it by

Parent other than any Security Interest created or evidenced by the Interim Security Documents; and

- (ii) procure that Parent does not create or permit to subsist any Security Interest over any of the shares in Bidco other than any Security Interest created or evidenced by the Interim Security Documents.

### 3. Indebtedness

It will not (and will procure that the Parent and the Delaware Company will not) incur or allow to remain outstanding any financial indebtedness, other than:

- (a) financial indebtedness incurred under the Transaction Documents (including a Bank Guarantee);
- (b) any financial indebtedness in relation to a Permitted Transaction or to facilitate a Permitted Payment;
- (c) 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 hedging transaction in the ordinary course of trading and not for speculative purposes (as determined in good faith by the Obligors' Agent); and
- (g) intra-Group financial indebtedness.

### 4. Disposals

- (a) Bidco will not, once acquired, dispose of any of the Target Shares; and
- (b) Holdco will:
  - (i) not dispose of any of the shares in, or other financial securities issued by, Parent, or receivables owed to it by Parent; and
  - (ii) procure that the Parent will not dispose of any of the shares in, or other financial securities issued by, Bidco,

in each case, other than to the extent that the disposal is by way of the granting of a Security Interest under the Interim Security Documents or under a Permitted Transaction.

### 5. Distributions

It will not (and will procure that the Parent and the Delaware 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; or
- (b) redeem, purchase, defease, retire or repay any of its share capital; or

- (c) pay any fee (or make any similar payment) to or to the order of any of its Holding Companies which is not a Group Company, the Initial 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 Documents),

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, it shall not (and will procure that the Parent and the Delaware Company will 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*).

7. Loans Out

Save for any Permitted Transaction, it shall not (and will procure that the Parent and the Delaware Company will not) be a creditor in respect of financial indebtedness other than as may arise under the Interim 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.

8. Offer/Scheme

(a) Bidco shall:

- (i) not amend, add or waive any material term or condition relating to the Acquisition from that set out in the draft Announcement delivered to the Interim Facilities Agent in accordance with paragraph 4 of Schedule 4 (*Conditions Precedent*) in a manner which would be materially adverse to the interests of the Interim Lenders (taken as a whole) under the Interim Documents, other than any amendment, addition or waiver:
  - (A) required or requested by any Relevant Regulator or reasonably determined by Bidco 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 the holders of the shares in the Target may accept the terms of the Scheme (including by reason of the adjournment of any meeting or court hearing) or (as the case may be) the Offer;
  - (D) to the extent which it relates to a term or condition to the Acquisition which Bidco 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 from being effected 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, conditioned or delayed);
- (ii) 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
  - (iii) not take any steps as a result of which any member of the Group is obliged to make a mandatory offer under Rule 9 of the City Code.
- (b) If the Acquisition is effected by way of an Offer, Bidco shall not reduce the Acceptance Condition to lower than the Minimum Acceptance Condition, other than with the consent of all of the Interim Lenders (such consent not to be unreasonably withheld, conditioned or delayed).
  - (c) After the date of the first public Announcement, Bidco may not increase the Offer Price if such increase is to be funded from the proceeds of additional financial indebtedness incurred by the Group or in respect of which any member of the Group has provided a guarantee and/or granted a Security Interest, other than with the consent of all of the Interim Lenders.
  - (d) Bidco shall:
    - (i) (if the Acquisition is being effected by way of the Scheme), within sixty (60) days of the Scheme Effective Date, use all reasonable endeavours 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; and
    - (ii) (if the Acquisition is being effected by way of an Offer), within sixty (60) days of the later of:
      - (A) the Interim Closing Date; and
      - (B) the date upon which Bidco (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 Bidco, 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),

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.

For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, with respect to Holdco, the Parent and the Delaware Company, prior to the expiry of the Certain Funds Period, nothing in this Part II of Schedule 6 (*Major Representations, Undertakings and Events of Default*) shall prohibit Holdco, the Parent or the Delaware Company from taking any action which is not prohibited under the Existing ABC Credit Agreement, in each case, other than any action prohibited under paragraphs 2(b) and 4(b) of this Part II of Schedule 6 (*Major Representations, Undertakings and Events of Default*) provided, that prior to the date that is one (1) Business Day after the Interim Closing Date: (x) no indebtedness under the Existing ABC Credit Agreement or any guarantee or Security Interest relating thereto and any related transaction; and (y) no breach of representation, warranty, undertaking or other term of (or default or event of default under) the Existing ABC Credit Agreement arising as a direct or indirect result of the entry into or performance of obligations under the Interim Documents or the Transactions, shall constitute a breach of (or Default or Event of Default) under any Interim Document and no such default may, directly or indirectly, result in a Major Event of Default hereunder prior to the date that is one (1) Business Day after the Interim Closing Date.

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 Documents in the manner required under the Interim Documents unless in the case of principal or interest, payment is made within 3 Business Days of its due date and, in the case of any amount not constituting principal or interest, payment is made within 5 Business Days of the due date.

2. Breach Of Other Obligations

The Obligors or Holdco do not comply with any other Major Undertaking (including any procurement obligation with respect to the Parent or the Delaware Company) set out in Part II of this Schedule 6 and, if capable of remedy, the same is not remedied within 21 Business Days of the Obligor's Agent receiving written notice from the Interim Facilities Agent notifying it of non-compliance.

3. Misrepresentation

A Major Representation set out in Part I to this Schedule 6 is incorrect or misleading in any material respect when made and, if capable of remedy, the same is not remedied within 21 Business Days of the Obligors' Agent receiving written notice from the Interim Facilities Agent notifying it of that failure.

4. Invalidity/Repudiation

Any of the following occurs:

- (a) subject to the Reservations and the Perfection Requirements, any material obligation of the Obligors or Security Provider under any Interim 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 Documents; or
- (b) subject to the Reservations and the Perfection Requirements, it is or becomes unlawful in any applicable jurisdiction for the Obligors or Security Provider to perform any of its material obligations under any Interim 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 Documents; or
- (c) the Obligors or Security Provider repudiates or rescinds an Interim Document and such repudiation or rescission is materially adverse to the interests of the Interim Lenders (taken as a whole) under the Interim Documents,

and, if capable of remedy, the same is not remedied within twenty one (21) Business Days of the Obligors' Agent receiving written notice from the Interim Facilities Agent notifying it of that failure.

5. Insolvency

- (a) Any Obligor or Holdco or Parent or the Delaware Company stops or suspends payment of its debts by reason of actual or anticipated financial difficulties or is unable or admits in writing its inability to pay its debts as they fall due, or, by reason of actual or

anticipated financial difficulties, commences negotiations with its creditors generally;  
or

- (b) A moratorium is declared in respect of any Financial Indebtedness of any Obligor or Holdco or Parent or the Delaware Company.

6. Insolvency Proceedings

- (a) Any of the following occurs in respect of any of the Obligors or Holdco or Parent or the Delaware Company:

- (i) any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, examiner, receiver, administrative receiver, receiver and manager, 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 liquidation of the Obligors or Holdco or Parent or the Delaware Company,

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 Facilities 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 Structure Memorandum (other than any exit steps described therein).

7. Similar Events

There occurs in relation to any Obligor or Holdco or Parent or the Delaware Company in any country or territory in which it is incorporated or carries on business or to the jurisdiction of whose courts it or any of its assets are subject, any event or circumstance which corresponds to any of those mentioned in paragraph 5 (*Insolvency*) and paragraph 6 (*Insolvency Proceedings*) above.

Schedule 7  
Impaired Agent, Replacement of Agents, Defaulting Lender, Replacement of an Interim Lender and  
Increase

Part I  
Impaired Agent

1. Impaired Agent

- (a) If, at any time, an Agent becomes an Impaired Agent, Holdco, an Obligor or an Interim Lender which is required to make a payment under the Interim Documents to the Agent in accordance with Clause 12 (*Payments*) or otherwise under an Interim 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 Holdco 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 Documents. In each case such payments must be made on the due date for payment under the Interim 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 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 17.1 (*Recoveries*).

2. Communication

When Interim Facilities Agent Is Impaired Interim Facilities Agent If an Agent is an impaired Agent, the Parties may, instead of communicating with each other through the Agent, communicate with each other directly and (while the Interim Facilities Agent is an Impaired Agent) all the provisions of the Interim Documents which require communications to be made or notices to be given to or by the Agent 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 Obligors' Agent may by giving 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 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 Documents to the successor Agent.
- (c) 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 Documents (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date).
- (d) 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.
- (e) The Interim Facilities Agent shall resign and the Majority Interim Lenders shall replace the Interim Facilities Agent in accordance with paragraph (a) above if on or after the date which is three (3) months before the earliest FATCA Application Date relating to any payment to the Interim Facilities Agent under the Interim Documents, either:
  - (i) the Interim Facilities Agent fails to respond to a request under Clause 10.8 (*FATCA Information*) and the Obligors' Agent or an Interim Lender reasonably believes that the Interim Facilities 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 Interim Facilities Agent pursuant to Clause 10.8 (*FATCA Information*) indicates that the Interim Facilities Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or
  - (iii) the Interim Facilities Agent notifies the Obligors' Agent and the Interim Lenders that the Interim Facilities 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 Interim Facilities Agent were a FATCA Exempt Party, and the Obligors' Agent or that Interim Lender, by notice to the Interim Facilities Agent, requires it to resign.

Part II  
Defaulting Lender

1. Disenfranchisement of Defaulting Lenders
  - (a) In ascertaining (i) the Majority Interim Lenders; or (ii) whether any given percentage (including, for the avoidance of doubt, unanimity) of the Total Interim 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 Documents, a Defaulting Lender's Interim Commitments under the relevant Interim Facility/ies will be deemed to be zero and that Defaulting Lender shall be deemed not to be an Interim Lender for the purposes of (i) and (ii) above.
  - (b) For the purposes of this paragraph 1, the Interim Facilities Agent may assume that the following Interim Lenders are Defaulting Lenders:
    - (i) any Interim Lender which has notified the Interim Facilities Agent that it has become a Defaulting Lender;
    - (ii) 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 Facilities Agent) or the Interim Facilities Agent is otherwise aware that the Interim Lender has ceased to be a Defaulting Lender.
  - (c) 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.
  - (d) If any Interim Lender becomes a Defaulting Lender, the Obligors' Agent may, at any time whilst the Interim Lender continues to be a Defaulting Lender, give the Interim Facilities Agent three (3) Business Days' notice of cancellation of all or any part of each undrawn Interim 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, on no less than five (5) Business Days' prior written notice (a "Replacement Notice") to the Interim Facilities 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 23 (*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 23.2 (*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 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 Documents in respect of such participation; and/or
  - (C) cancel all or part of the undrawn Interim 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 23.4 (*Procedure for transfer*) and/or an Assignment Agreement complying with

Clause 23.5 (*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 23 (*Changes to Parties*) or any other provisions of the Interim 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 the paragraphs 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 Documents on payment of the replacement amount to the Interim Facilities Agent (for the account of the relevant Replaced Lender), and the Interim Facilities 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 the paragraphs above which shall be effective for the purposes of Clause 23.4 (*Procedure for transfer*) and Clause 23.5 (*Procedure for assignment*). The Interim Facilities 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 16.4 (*Exoneration of the Arranger and the Agents*) shall apply in relation thereto.
- (d) If the Obligors' Agent or the Interim Facilities 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 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 10 Business Days (or any other period of time notified by the Obligors' Agent, with the prior agreement of the Interim Facilities Agent if the period for this provision to operate is less than 10 Business Days) of a request being made such Interim Lender shall be deemed a "Non-Consenting Lender".
- (e) If any Non-Consenting Lender fails to assist with any step required to implement the Obligors' Agent's right to prepay that Non-Consenting Lender or to replace that Non-Consenting Lender pursuant to this paragraph 1 within three (3) Business Days of a request to do so by the Obligors' Agent, then that Non-Consenting Lender shall be automatically excluded from participating in that vote, and its participations, Interim Commitments and vote (as the case may be) shall not be included (or, as applicable, required) with the Total Interim Commitments or otherwise when ascertaining whether the approval of the 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 Facilities Agent after the effective date of a cancellation of:
- (i) the undrawn Interim Commitments of a Defaulting Lender in accordance with paragraph (d) of paragraph 1 (*Disenfranchisement of Defaulting Lenders*) of Part II of this Schedule 7; or
  - (ii) the Interim 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 Commitments relating to any Interim Facility be increased (and the Interim Commitments relating to that Interim Facility shall be so increased) up to the amount of the undrawn Interim Commitments or Interim 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 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 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 Commitments of the other Interim Lenders shall continue in full force and effect; and
  - (v) any increase in the Interim 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 Commitments relating to an Interim Facility will only be effective on:
- (i) the execution by the Interim Facilities 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 Facilities 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 Commitments by that Increase Lender. The Interim Facilities 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 Facilities 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 Facilities 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 23.3 (*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: [INTERIM FACILITIES AGENT] as Interim Facilities Agent, [INTERIM SECURITY AGENT] as Interim Security Agent and [ ] as Bidco

From: [INCREASE LENDER] (the "Increase Lender")

Dated: [ ]

[ ] – Interim Facilities Agreement dated [ ] (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 of Schedule 7 (*Impaired Agent, Replacement of Agents, Defaulting Lender, Replacement of an Interim Lender and Increase*) of the Interim Facilities Agreement.
3. The Increase Lender agrees to assume and will assume all of the obligations corresponding to the Interim 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 Documents as an Interim Lender.
6. The Facility Office and address, fax number and attention details for notices to the Increase Lender for the purposes of Clause 19.1 (*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 (e) of paragraph 2 (*Increase*) of Part III of Schedule 7 (*Impaired Agent, Replacement of Agents, Defaulting Lender, Replacement of an Interim Lender and Increase*) of the Interim Facilities Agreement.
8. The Increase Lender confirms that it is:<sup>1</sup>
  - (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 (assuming the completion of any procedural formalities)].

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<sup>1</sup> Delete as applicable. Each Increase Lender is required to confirm which of these three categories it falls within.

9. [The Increase Lender confirms that the person beneficially entitled to interest payable to that Interim Lender in respect of an advance under a Interim Document is either:
- (A) a company resident in the United Kingdom for United Kingdom tax purposes;
  - (B) a partnership each member of which is:
    - (1) a company so resident in the United Kingdom; or
    - (2) 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.]<sup>2</sup>
- (b) [The Increase Lender confirms that it holds a passport under the HMRC DT Treaty Passport Scheme (reference number [•]) and is tax resident in [•], so that interest payable to it by borrowers is generally subject to full exemption from United Kingdom withholding tax, and requests that the Obligors' Agent notify each Borrower that it wishes the HMRC DT Treaty Passport Scheme to apply to the Agreement.]<sup>3</sup>
10. 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.
11. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.
12. 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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<sup>2</sup> Include if Increase Lender comes within paragraph (b) of the definition of Treaty Interim Lender.

<sup>3</sup> Include if Increase Lender holds a passport under the HMRC DTTP Scheme and wishes that scheme to apply to the Agreement.



THE SCHEDULE

Relevant Commitment/rights and obligations to be assumed by the Increase Lender

[INSERT RELEVANT DETAILS]

[Facility office address, fax number 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 Facilities Agent.

[INTERIM FACILITIES AGENT]

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

Part V  
Definitions

Capitalised terms in this Schedule 7 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 Ratings Services or Fitch Ratings Ltd or at least Baa2 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.

“Blocking Regulation” means EU Regulation (EC) 2271/96 of 22 November 1996, or any other applicable anti-boycott laws, instruments or regulations of the United Kingdom, the European Union or any of its Member States.

“Defaulting Lender” means any Interim Lender:

- (a) which has failed to make its participation in an Interim Loan available (or has notified the Interim Facilities Agent or the Obligors’ Agent (which has notified the Interim Facilities 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 Document; or
- (c) with respect to which an Insolvency Event has occurred and is continuing.

“Impaired Agent” means an Agent at any time when:

- (a) it has failed to make (or has notified a Party that it will not make) a payment required to be made by it under the Interim Documents by the due date for payment;
- (b) the Agent otherwise rescinds or repudiates an Interim 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.

“Increase Confirmation” means a confirmation substantially in the form set out in Part IV (*Form of Increase Confirmation*) of this Schedule 7.

“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 30 days of the institution or presentation thereof;
- (f) 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 (e) above; or
- (g) 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 of this Schedule 7.

Schedule 8  
Form of Transfer Certificate

To: [INTERIM FACILITIES AGENT] as Interim Facilities Agent

From: [THE EXISTING INTERIM LENDER] (the "Existing Interim Lender") and [THE NEW INTERIM LENDER] (the "New Interim Lender")

Dated: [ ]

[ ] – Interim Facilities Agreement dated [ ] (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 23.4 (*Procedure for transfer*) of the Interim Facilities Agreement subject to paragraph (d) of Clause 23.2:
  - (a) 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 Commitments, rights and obligations referred to in the Schedule in accordance with Clause 23.4 (*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 19.1 (*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 23.3 (*Limitation of responsibility of Existing Interim Lenders*) of the Interim Facilities Agreement.
4. The New Interim Lender confirms that it is:<sup>4</sup>
  - (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 (assuming the completion of any procedural formalities)].
5. [The New Interim Lender confirms that the person beneficially entitled to interest payable to that Interim Lender in respect of an advance under a Interim 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

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<sup>4</sup> Delete as applicable. Each New Interim Lender is required to confirm which of these three categories it falls within.

- (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.]<sup>5</sup>
- 6. [The New Interim Lender confirms that it holds a passport under the HMRC DT Treaty Passport Scheme (reference number [•]) and is tax resident in [•], so that interest payable to it by borrowers is generally subject to full exemption from United Kingdom withholding tax, and requests that the Obligors' Agent notify each Borrower that it wishes the HMRC DT Treaty Passport Scheme to apply to the Agreement.]<sup>6</sup>
- 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.

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<sup>5</sup> Include if New Interim Lender comes within paragraph (b) of the definition of Treaty Interim Lender.

<sup>6</sup> Include if New Interim Lender holds a passport under the HMRC DTP Scheme and wishes that scheme to apply to the Agreement.

THE SCHEDULE

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]

[NEW INTERIM LENDER]

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

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

This Transfer Certificate is accepted by the Interim Facilities Agent and the Transfer Date is confirmed as [ ].

[INTERIM FACILITIES AGENT]

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

Schedule 9  
Form of Assignment Agreement

To: [INTERIM FACILITIES AGENT] as Interim Facilities Agent

From: [THE EXISTING INTERIM LENDER] (the “Existing Interim Lender”) and [THE NEW INTERIM LENDER] (the “New Interim Lender”)

Dated: [ ]

[ ] – Interim Facilities Agreement dated [ ] (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 23.5 (*Procedure for assignment*) of the Interim Facilities Agreement.
3. 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 Documents and in respect of the Interim Security which correspond to that portion of the Existing Interim Lender’s Interim Commitments and participations in Interim Utilisations under the Interim Facilities Agreement as specified in the Schedule;
4. Subject to paragraph (d) of Clause 23.2, the Existing Interim Lender is released from all the obligations of the Existing Interim Lender which correspond to that portion of the Existing Interim Lender’s Interim 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 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 23.3 (*Limitation of responsibility of Existing Interim Lenders*) of the Interim Facilities Agreement.
9. This Assignment Agreement acts as notice to the Interim Facilities Agent (on behalf of each Interim Finance Party) and, upon delivery in accordance with Clause 23.6 (*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:<sup>7</sup>
  - (a) [not a Qualifying Interim Lender;]
  - (b) [a Qualifying Interim Lender (other than a Treaty Interim Lender); or].

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<sup>7</sup> Delete as applicable. Each New Interim Lender is required to confirm which of these three categories it falls within.

- (c) [a Qualifying Interim Lender by virtue of being a Treaty Interim Lender (assuming the completion of any procedural formalities)].
11. [The New Interim Lender confirms that the person beneficially entitled to interest payable to that Interim Lender in respect of an advance under a Interim 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.]<sup>8</sup>
12. [The New Interim Lender confirms that it holds a passport under the HMRC DT Treaty Passport Scheme (reference number [•]) and is tax resident in [•], so that interest payable to it by borrowers is generally subject to full exemption from United Kingdom withholding tax, and requests that the Obligors' Agent notify each Borrower that it wishes the HMRC DT Treaty Passport Scheme to apply to the Agreement.]<sup>9</sup>
13. The New Interim Lender confirms that it [is]/[is not] an Industry Competitor.
14. The New Interim Lender confirms that it [is]/[is not] a Loan to Own/Distressed Investor.
15. The Facility Office and address email address and attention details for notices of the New Interim Lender for the purposes of Clause 19.1 (*Mode of service*) of the Interim Facilities Agreement are set out in the Schedule.
16. 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.
17. This Assignment Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.
18. 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

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<sup>8</sup> Include if New Interim Lender comes within paragraph (b) of the definition of Treaty Interim Lender.

<sup>9</sup> Include if New Interim Lender holds a passport under the HMRC DTTP Scheme and wishes that scheme to apply to the Agreement.



Interim Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

THE SCHEDULE

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]

[NEW INTERIM LENDER]

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

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

This Assignment Agreement is accepted by the Interim Facilities Agent and the Transfer Date is confirmed as [ ].

[Signature of this Assignment Agreement by the Interim Facilities Agent constitutes confirmation by the Interim Facilities Agent of receipt of notice of the assignment referred to herein, which notice the Interim Facilities Agent receives on behalf of each Interim Finance Party.]

[INTERIM FACILITIES AGENT]

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

Schedule 10  
Bank Guarantees

1. Utilisation

(a) Purpose

The Interim Revolving Facility shall be available for utilisation by way of Bank Guarantees for the purposes referred to in paragraph (c) of Clause 3 (*The Making of the Interim Utilisations*) of this Agreement.

(b) Delivery of a Bank Guarantee Request

(i) A Borrower (or the Obligors' Agent on its behalf) may request a Bank Guarantee by delivery to the Interim Facilities Agent of a duly completed Bank Guarantee Request.

(ii) Each Bank Guarantee Request is, once given, irrevocable.

(iii) Unless otherwise agreed by the Interim Facilities Agent, the latest time for receipt by the Interim Facilities Agent of a duly completed Bank Guarantee Request is 11.00 a.m. one (1) Business Day before the proposed Drawdown Date.

(iv) A Borrower may not deliver a Bank Guarantee Request if as a result of the proposed Bank Guarantee the number of Bank Guarantees outstanding under this Agreement (excluding for this purpose any Bank Guarantee issued at or about the Interim Closing Date to replace or counter-indemnify any existing guarantee or similar assurance against financial loss issued by or in respect of any Target or the Target Group) would exceed 15.

(c) Completion of a Bank Guarantee Request

A Bank Guarantee Request will not be regarded as having been duly completed unless:

(i) it specifies the identity of the Issuing Bank;

(ii) the proposed Drawdown Date is a Business Day within the relevant Interim Revolving Facility Availability Period;

(iii) the currency of the Bank Guarantee requested is USD or an Approved Currency (or such other currency as may be agreed by the provider of such Bank Guarantee, acting reasonably);

(iv) the form of Bank Guarantee is attached;

(v) the delivery instructions for the Bank Guarantee are specified; and

(vi) the Base Currency Amount of the Bank Guarantee requested, when aggregated, in the Base Currency Amount of each other Interim Revolving Utilisation made or due to be made on or before the proposed Drawdown Date (but excluding any part of any Interim Revolving Utilisation prepaid or due to be prepaid on or before the proposed Drawdown Date), does not exceed the Total Interim Revolving Facility Commitments.

- (d) Issue of Bank Guarantees
  - (i) The Interim Facilities Agent must promptly notify the relevant Issuing Bank of the details of a requested Bank Guarantee.
  - (ii) If the conditions set out in this Agreement have been met, the relevant Issuing Bank shall issue the Bank Guarantee on the Drawdown Date.
  - (iii) Each Interim Revolving Facility Lender will participate in each Bank Guarantee in the proportion which its Interim Revolving Facility Commitment bears to the Total Interim Revolving Facility Commitments immediately before the issue of that Bank Guarantee.
  - (iv) The obligation of any Issuing Bank to issue a Bank Guarantee is subject to the condition that on the Drawdown Date the conditions precedent referred to in paragraph (a) of Clause 3 (*The Making of the Interim Utilisations*) have been satisfied or, as the case may be, waived. The provisions of paragraph (a) of Clause 3 (*The Making of the Interim Utilisations*) shall apply to each Issuing Bank in respect of any Bank Guarantee issued or to be issued by that Issuing Bank.

## 2. Bank Guarantees

- (a) Immediately payable

If a Bank Guarantee or any amount outstanding under a Bank Guarantee is expressed to be immediately payable, each 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 Business Days of demand.

- (b) Demands

Each Issuing Bank shall forthwith notify the Interim Facilities 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 Facilities Agent on receipt of any such notice shall forthwith notify the relevant Borrower and each of the Interim Lenders under the Interim Revolving Facility.

- (c) Payments

- (i) Each Borrower shall immediately on receipt of any notice from the Interim Facilities Agent under paragraph (b) (*Demands*) above (unless the relevant Borrower notifies the Interim Facilities Agent otherwise) be deemed to have delivered to the Interim Facilities 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 Facilities Agent of the demand and applied in discharge of the Demand Amount.
- (ii) If a Borrower notifies the Interim Facilities Agent pursuant to paragraph (a) above that an Interim Loan is not to be drawn in accordance with the provisions of such paragraph, then the relevant Borrower shall within two (2) Business Days after receipt of any notice from the Interim Facilities Agent under

paragraph (b) (*Demands*) above pay to the Interim Facilities Agent for the account of the relevant Issuing Bank the amount demanded from that Issuing Bank as notified to the Interim Facilities Agent in accordance with paragraph (b) (*Demands*) above less any amount of cash cover provided in respect of the Bank Guarantee under which the relevant Issuing Bank has received demand.

(iii) The Interim Facilities Agent shall pay to the relevant Issuing Bank any amount received by it from a Borrower under paragraph (ii) above.

(d) Cash cover

Each Issuing Bank is hereby irrevocably authorised by a 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 the relevant Borrower's obligations in respect of that Bank Guarantee.

(e) Fees payable in respect of Bank Guarantees

(i) Each Borrower shall pay to the Interim Facilities Agent (for the account of each Interim Lender with an Interim Revolving Facility Commitment) a Bank Guarantee fee in euros computed at the rate equal to the Margin applicable to an Interim Revolving Facility Loan on the outstanding amount of each Bank Guarantee (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.

(ii) Each Borrower shall pay to the Issuing Bank which issues a Bank Guarantee a fee equal to 0.125 per cent. per annum (or such other amount as may be agreed between the relevant Borrower 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 a Lender), less any amount which has been repaid or prepaid. That fee shall be payable on the Final Repayment Date.

(f) Claims under a Bank Guarantee

(i) Each 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").

(ii) Each 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 Business Days of demand, pay to the Interim Facilities 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).

(iii) Each Borrower acknowledges that the relevant Issuing Bank:

(A) is not obliged to carry out any investigation or seek any confirmation from any other person before paying a claim;

- (B) 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
  - (C) if the relevant Issuing Bank, acting reasonably, informs that 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 that Borrower will be free to request any other Interim Lender to become the Issuing Bank in respect of that Bank Guarantee.
- (iv) The obligations of the Borrower under this paragraph 2 will not be affected by:
- (A) the sufficiency, accuracy or genuineness of any claim or any other document; or
  - (B) any incapacity of, or limitation on the powers of, any person signing a claim or other document.
- (g) Indemnities
- (i) Each Borrower shall immediately (save as referred to in paragraph (a) (*Immediately payable*) above and paragraph (ii) of paragraph (f) (*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.
  - (ii) Each Interim Revolving Facility Lender shall immediately on demand indemnify the relevant Issuing Bank against such Interim Revolving Facility Lender's pro rata proportion of any cost, loss or liability incurred by such Issuing Bank (otherwise than by reason of the Issuing Bank's fraud, negligence, wilful misconduct or breach of the terms of this Agreement) in acting as the Issuing Bank under any Bank Guarantee (unless the relevant Issuing Bank has been reimbursed by an Obligor).
  - (iii) Each Borrower shall immediately on demand reimburse any Interim Revolving Facility Lender for any payment it makes to the Issuing Bank under this paragraph 2(g) in respect of that Bank Guarantee (otherwise than by reason of such Interim Revolving Facility Lender's negligence, wilful misconduct or breach of the terms of this Agreement).
  - (iv) The obligations of each Interim Revolving Facility Lender under this paragraph 2(g) 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.
  - (v) The obligations of any Interim Revolving Facility Lender or the relevant Borrower under this paragraph 2(g) will not be affected by any act, omission, matter or thing which, but for this paragraph 2(g), would reduce, release or

prejudice any of its obligations under this paragraph 2(g) (without limitation and whether or not known to it or any other person) including:

- (A) any time, waiver or consent granted to, or composition with, any Obligor, any beneficiary under a Bank Guarantee or other person;
- (B) 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;
- (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, 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;
- (D) 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;
- (E) any amendment (however fundamental) or replacement of an Interim 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);
- (F) any unenforceability, illegality or invalidity of any obligation of any person under any Interim 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 any insolvency or similar proceedings.

(h) Repayment

- (i) Subject to paragraph (ii) below, if not previously repaid, each Borrower shall repay each Bank Guarantee in full on the Final Repayment Date.
- (ii) Notwithstanding paragraph (i) above and Clause 7 (*Repayment and Prepayment*) of this Agreement, the relevant Issuing Bank and the relevant Borrower may agree to a Bank Guarantee not being repaid in full on the Final Repayment Date provided that any such Bank Guarantee shall remain outstanding on a bilateral basis between such parties and not under (or subject to the terms of) the Interim Documents.

(i) 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.

(j) 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 Documents or in respect of any payment it may make under this paragraph 2.

(k) 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.

(l) 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:

- (i) to take any action or obtain judgment in any court against any Obligor;
- (ii) to make or file any claim or proof in a winding-up or dissolution of any Obligor; or
- (iii) to enforce or seek to enforce any other security taken in respect of any of the obligations of any Obligor under this Agreement.

(m) Role of the Issuing Bank

- (i) Nothing in this Agreement constitutes the Issuing Bank as a trustee or fiduciary of any other person.
- (ii) 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.
- (iii) 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.
- (iv) The Issuing Bank may rely on:
  - (A) any representation, notice or document believed by it to be genuine, correct and appropriately authorised; and
  - (B) 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.
- (v) The Issuing Bank may engage, pay for and rely on the advice or services of any lawyers, accountants, surveyors or other experts.
- (vi) The Issuing Bank may act in relation to the Interim Documents through its personnel and agents.
- (vii) Except where an Interim Document specifically provides otherwise, the Issuing Bank is not responsible for:



- (A) the adequacy, accuracy and/or completeness of any information (whether oral or written) provided under or in connection with any Interim Document or any notice or document delivered in connection with any Interim Document; or
  - (B) the legality, validity, effectiveness, adequacy, completeness or enforceability of any Interim Document or any other agreement or document entered into in connection with any Interim Document.
- (n) Exclusion of liability
  - (i) Without limiting paragraph (ii) below, the Issuing Bank will not be liable for any action taken by it under or in connection with any Interim Document, unless caused by its fraud, negligence, wilful misconduct or breach of the terms of this Agreement.
  - (ii) 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 Document. Any officer, employee or agent of the Issuing Bank may rely on this paragraph (n) in accordance with the Contracts (Rights of Third Parties) Act 1999.

Schedule 11  
Form of Bank Guarantee

To: [BENEFICIARY] (the “Beneficiary”)

[Date]

Irrevocable Standby Letter of Credit no. [ ]

At the request of [ ], [ISSUING BANK] (the “Issuing Bank”) issues this irrevocable standby Letter of Credit (Letter of Credit) in your favour on the following terms and conditions:

1. Definitions

In this Letter of Credit:

“Business Day” means a day (other than a Saturday or a Sunday) on which banks are open for general business in London and [ ].

“Demand” means a demand for a payment under this Letter of Credit in the form of the schedule to this Letter of Credit.

“Expiry Date” means [ ].

“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 10.00 a.m. (London time) 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 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.

When the Issuing Bank is no longer under any further obligations under this Letter of Credit, the Beneficiary must return the original of this Letter of Credit to the Issuing Bank.

4. Payments

All payments under this Letter of Credit shall be made in [euros] and for value on the due date to the account of the Beneficiary specified in the Demand.

5. Delivery of Demand

Each Demand shall be in writing, and, unless otherwise stated, may be made by letter, fax or telex and must be received in legible form by the Issuing Bank at its address and by the particular department or office (if any) as follows:

[ ]

6. Assignment

The Beneficiary's rights under this Letter of Credit may not be assigned or transferred.

7. ISP 98

Except to the extent it is inconsistent with the express terms of this Letter of Credit, this Letter of Credit is subject to the International Standby Practices (ISP 98), International Chamber of Commerce Publication No. 590.

8. Governing law

This Letter of Credit is governed by English law.

9. Jurisdiction

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Letter of Credit.

Yours faithfully

[ISSUING BANK]

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

Schedule 12  
Form of Demand

To: [ISSUING BANK]

[Date]

Dear Sirs

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 [ ].

Payment should be made to the following account:

Name: [ ]

Account Number: [ ]

Bank: [ ]

3. The date of this Demand is not later than the Expiry Date.

Yours faithfully

\_\_\_\_\_  
(Authorised Signatory)

\_\_\_\_\_  
(Authorised Signatory)

For  
[BENEFICIARY]

Schedule 13  
Compounded Rate Terms

Sterling

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 Facilities Agent) of the Central Bank Rate Spreads for the five most immediately preceding RFR Banking Days for which the RFR is available.

Central Bank Rate Spread:	In relation to any RFR Banking Day, the difference (expressed as a percentage rate per annum) calculated by the Interim Facilities Agent of: <ul style="list-style-type: none"> <li>(a) the RFR for that RFR Banking Day; and</li> <li>(b) the Central Bank Rate prevailing at close of business on that RFR Banking Day.</li> </ul>
Daily Non-Cumulative Compounded RFR Rate:	Determined by the Interim Facilities Agent (or by any other Interim Finance Party which agrees with the Obligors' Agent to determine that rate in place of the Interim Facilities Agent ) in accordance with the methodology set out in Schedule 14 ( <i>Daily Non-Cumulative Compounded RFR Rate</i> ) and/or the Latest Compounded Rate Supplement.
Daily Rate:	The " <u>Daily Rate</u> " for any RFR Banking Day is: <ul style="list-style-type: none"> <li>(a) the RFR for that RFR Banking Day; or</li> <li>(b) if the RFR is not available for that RFR Banking Day, the percentage rate per annum which is the aggregate of: <ul style="list-style-type: none"> <li>(i) the Central Bank Rate for that RFR Banking Day; and</li> <li>(ii) the applicable Central Bank Rate Adjustment; or</li> </ul> </li> <li>(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: <ul style="list-style-type: none"> <li>(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</li> <li>(ii) the applicable Central Bank Rate Adjustment,</li> </ul> </li> </ul> <p>rounded, in either case, to four (4) decimal places and if in either case, that rate is less than zero, the Daily Rate shall be deemed to be zero.</p>
Interest Periods:	Interest Period for paragraph (b) of Clause 8.3 ( <i>Payment of interest</i> ) – one (1) month.
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 <a href="http://www.bankofengland.co.uk">http://www.bankofengland.co.uk</a> ), 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 14  
Daily Non-Cumulative Compounded RFR Rate

The “Daily Non-Cumulative Compounded RFR Rate” for any RFR Banking Day “i” during an Interest Period for a 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:

$$(\overline{UCCDR}_i - \overline{UCCDR}_{i-1}) \times \frac{dcc}{n_i}$$

where:

“UCCDR<sub>i</sub>” means the Unannualised Cumulative Compounded Daily Rate for that RFR Banking Day “i”;

“UCCDR<sub>i-1</sub>” 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;

“n<sub>i</sub>” 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;

“n<sub>i</sub>” 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:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{DailyRate}_{i-LP} \times n_i}{dcc} \right) - 1 \right] \times \frac{dcc}{tn_i}$$



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**

We agree to the terms of this Agreement.



For and on behalf of  
**ABC TECHNOLOGIES ACQUISITIONS LIMITED**  
(as Bidco and Obligors' Agent)



We agree to the terms of this Agreement.

[Redacted]

For and on behalf of  
**CITIBANK, N.A. LONDON BRANCH**  
(as Original Interim Lender)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

We agree to the terms of this Agreement.

[Redacted]

For and on behalf of  
**CITICORP NORTH AMERICA, INC.**  
(as Original Interim Lender)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

We agree to the terms of this Agreement.

[Redacted]

For and on behalf of  
**BANCO SANTANDER, S.A., NEW YORK  
BRANCH**  
(as Original Interim Lender)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

We agree to the terms of this Agreement.

[Redacted]

For and on behalf of  
**THE TORONTO-DOMINION BANK**  
(as Original Interim Lender)

[Redacted]

For and on behalf of  
**THE TORONTO-DOMINION BANK**  
(as Original Interim Lender)

[Redacted]

We agree to the terms of this Agreement.



For and on behalf of  
**BANK OF MONTREAL**  
(as Original Interim Lender)



We agree to the terms of this Agreement.

[Redacted Signature]

For and on behalf of  
**CANADIAN IMPERIAL BANK OF  
COMMERCE**  
(as Original Interim Lender)

[Redacted Signature]

[Redacted Signature]

[Redacted Signature]

[Redacted Signature]

[Redacted Signature]

For and on behalf of  
**CANADIAN IMPERIAL BANK OF  
COMMERCE**  
(as Original Interim Lender)

[Redacted Signature]

[Redacted Signature]

[Redacted Signature]

[Redacted Signature]



We agree to the terms of this Agreement.

[Redacted]

For and on behalf of  
**THE BANK OF NOVA SCOTIA**  
(as Original Interim Lender)

\_\_\_\_\_

[Redacted]

[Redacted]

[Redacted]

We agree to the terms of this Agreement.

[Redacted]

For and on behalf of  
**DEUTSCHE BANK AG NEW YORK  
BRANCH**  
(as Original Interim Lender)

[Redacted]

For and on behalf of  
**DEUTSCHE BANK AG NEW YORK  
BRANCH**  
(as Original Interim Lender)

[Redacted]

[Redacted]

[Redacted]

We agree to the terms of this Agreement.

[Redacted]

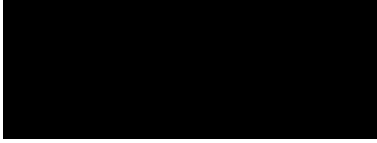
For and on behalf of  
**NATWEST MARKETS PLC**  
(as Original Interim Lender)

[Redacted]

[Redacted]

[Redacted]

We agree to the terms of this Agreement.



For and on behalf of  
**NATIONAL WESTMINSTER BANK  
PLC**  
(as Original Interim Lender)



We agree to the terms of this Agreement.

[Redacted]

For and on behalf of  
**MIZUHO BANK, LTD.**  
(as Original Interim Lender)

[Redacted]

[Redacted]

[Redacted]

We agree to the terms of this Agreement.

[REDACTED]

For and on behalf of  
**GOLDMAN SACHS BANK USA**  
(as Acceding Original Lender)

[REDACTED]

[REDACTED]

[REDACTED]

We agree to the terms of this Agreement.

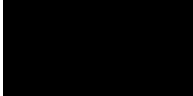
[Redacted]

---

For and on behalf of  
**JPMORGAN CHASE BANK, N.A.**  
(as Acceding Original Lender)

[Redacted]

We agree to the terms of this Agreement.



\_\_\_\_\_  
For and ~~on~~ behalf of  
**FIFTH THIRD BANK, NATIONAL ASSOCIATION**  
(as Acceding Original Lender)





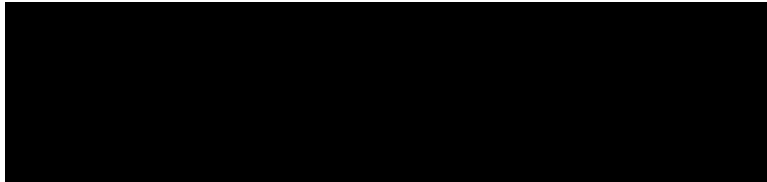
We agree to the terms of this Agreement.

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

For and on behalf of  
**ING CAPITAL LLC**  
(as Acceding Original Lender)

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

For and on behalf of  
**ING CAPITAL LLC**  
(as Acceding Original Lender)



We agree to the terms of this Agreement.

\_\_\_\_\_  
[Redacted]  
\_\_\_\_\_  
For and on behalf of  
**NATIXIS, NEW YORK BRANCH**  
(as Acceding Original Lender)

\_\_\_\_\_  
[Redacted]  
\_\_\_\_\_  
For and on behalf of  
**NATIXIS, NEW YORK BRANCH**  
(as Acceding Original Lender)

\_\_\_\_\_  
[Redacted]  
\_\_\_\_\_  
[Redacted]  
\_\_\_\_\_  
[Redacted]

\_\_\_\_\_  
[Redacted]  
\_\_\_\_\_  
[Redacted]  
\_\_\_\_\_  
[Redacted]

We agree to the terms of this Agreement.

[Redacted]

For and on behalf of  
**NATIONAL BANK OF CANADA**  
(as Acceding Original Lender)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

For and on behalf of  
**NATIONAL BANK OF CANADA**  
(as Acceding Original Lender)

[Redacted]

[Redacted]

[Redacted]

We agree to the terms of this Agreement.

[Redacted signature]

For and on behalf of  
**CITIBANK, N.A.**  
(as Interim Facilities Agent, acting on behalf of the Interim Lenders)

[Redacted signature]

[Redacted signature]

We agree to the terms of this Agreement.

[Redacted]

For and on behalf of  
**CITIBANK, N.A.**  
(as Interim Security Agent)

[Redacted]

[Redacted]