

Dated 7 April 2026

PROJECT ZEUS HOLDINGS, INC.

as

PARENT

ZEUS US BIDCO, LLC

as

BORROWER

ZEUS UK BIDCO LIMITED

as

BIDCO

BARCLAYS BANK PLC

and

BMO CAPITAL MARKETS CORP.

as

ARRANGERS

with

BARCLAYS BANK PLC

as

INTERIM FACILITY AGENT

and

BARCLAYS BANK PLC

as

INTERIM SECURITY AGENT

INTERIM FACILITY AGREEMENT

TABLE OF CONTENTS

	Page
1. Definitions and Interpretation	3
2. The Interim Facility - Availability	30
3. Purpose.....	30
4. The Making of the Interim Loans.....	31
5. Nature of an Interim Finance Party's Rights and Obligations.....	33
6. Drawdown.....	33
7. Repayment and Prepayment	34
8. Interest	35
9. Taxes	36
10. Change in Circumstances	43
11. Payments.....	47
12. Fees and Expenses	49
13. Indemnities.....	50
14. Security and Guarantee	52
15. Agents and Arranger	55
16. Pro Rata Payments	61
17. Set Off	62
18. Notices.....	63
19. Confidentiality.....	64
20. Representations and Warranties, Undertakings	66
21. Changes to Parties	66
22. Amendments and Waivers.....	74
23. Miscellaneous	75
24. Governing Law	76
25. Jurisdiction.....	76
SCHEDULE 1 The Original Interim Lenders	78
SCHEDULE 2 Form of Drawdown Request	79
SCHEDULE 3 Conditions Precedent.....	80
Part 1 Conditions Precedent to Signing	80
Part 2 Conditions Precedent to the Initial Closing Date.....	82
SCHEDULE 4 Major Representations, Major Undertakings and Major Events of Default	83
Part 1 Major Representations	83
Part 2 Major Undertakings	84
Part 3 Major Events of Default	87
SCHEDULE 5 Guarantee	90
SCHEDULE 6 Timetables	93
SCHEDULE 7 Form of Transfer Certificate.....	94

THIS AGREEMENT is dated 7 April 2026 and made

BETWEEN:

- (1) **PROJECT ZEUS HOLDINGS, INC.**, a company incorporated under the laws of Delaware with registered office at 800 Third Avenue, 40th Floor, New York, NY 10022 (the “**Parent**”);
- (2) **ZEUS US BIDCO, LLC**, a company incorporated under the laws of Delaware with registered office at 800 Third Avenue, 40th Floor, New York, NY 10022 (the “**Borrower**”);
- (3) **ZEUS UK BIDCO LIMITED**, a company incorporated under the laws of England & Wales with registered office at 40 Berkeley Square, London, United Kingdom, W1J 5AL and registered number 17118800 (“**BidCo**”);
- (4) **BARCLAYS BANK PLC** and **BMO CAPITAL MARKETS CORP.** as lead arrangers of the Interim Facility (the “**Arrangers**”);
- (5) **THE FINANCIAL INSTITUTION** listed in Schedule 1 (*The Original Interim Lender*) as lender (the “**Original Interim Lender**”);
- (6) **BARCLAYS BANK PLC** as agent of the other Interim Finance Parties (the “**Interim Facility Agent**”); and
- (7) **BARCLAYS BANK PLC** as security agent for the Interim Secured Parties (the “**Interim Security Agent**”).

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 Definitions

In this Agreement:

“**ABR**” means the Alternate Base Rate, which is the highest of (i) the rate of interest last quoted by *The Wall Street Journal* as the “Prime Rate” in the U.S. or, if *The Wall Street Journal* ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Interim Facility Agent) or any similar release by the Federal Reserve Board (as determined by the Interim Facility Agent), (ii) the Federal Funds Effective Rate plus 1/2 of 1.00%, and (iii) the Term SOFR reference rate for a one-month interest period plus 1.00% per annum.

“**Acceleration Notice**” means a notice given pursuant to paragraph 7.1(b)(ii) of Clause 7.1 (*Repayment*), which notice has not been withdrawn, cancelled or otherwise ceased to have effect.

“**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.

“**Acquisition Documents**” means the Scheme Documents and/or the Offer Document and any other document designated as an Acquisition Document by BidCo and the Interim Facility Agent (each acting reasonably).

“**Act**” means the Companies Act 2006.

“Aero Flow” means an entity controlled by the Sponsors that is the indirect parent of (x) the Borrower and (y) Aero Flow Technologies, LLC and its subsidiaries and Tincum Flow Holdings, Inc..

“Affiliate” means, in relation to any person, a Subsidiary or a Holding Company of that person or any other Subsidiary of that Holding Company.

“Agency Fee Letter” means the letter from the Interim Facility Agent and the Interim Security Agent to Borrower dated on or prior to the date hereof in respect of agency fees payable in relation to the Interim Facility and the Long-term Financing Agreements.

“Agent” means the Interim Facility Agent or the Interim Security Agent, as the context requires.

“Agreed Co-Investor” means any co investor which has been notified in writing to the Interim Facility Agent, provided that:

- (a) such co investor is a limited partner in one or more of the Sponsor Funds’ funds participating in the Acquisition; and
- (b) any direct or indirect voting rights of such co investor in respect of the Borrower are directly or indirectly exercisable by one or more Sponsor Funds.

“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.

“Authorisation” means an authorisation, approval, consent, exemption, licence, filing, registration, resolution or notarisation.

“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;
- (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.

“Bank Levy” means any amount payable by any Interim Finance Party or any of its Affiliates on the basis of, or in relation to:

- (a) its balance sheet or capital base or any part of it or its liabilities or minimum regulatory capital or any combination thereof (including, without limitation, 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 Tax Code, the German bank levy as set out in the German Restructuring Fund Act 2010 (*Restrukturierungsfondsgesetz*), the Dutch *bankenbelasting* as set out in the Dutch bank levy act (*Wet bankenbelasting*), the Austrian bank levy as set out in the Austrian Stability Duty Act (*Stabilitätsgesetz*), 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 any Tax in any jurisdiction applied on a similar basis or for a similar purpose);

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- (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 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 a New Interim Lender, as at the date that New Interim Lender accedes as a New Interim Lender to this Agreement; or
 - (c) any bank surcharge or banking corporation tax surcharge as set out in Finance (No. 2) Act 2015 and any other surcharge or tax on profits of a similar nature implemented in any other jurisdiction.

“Blackstone” means Blackstone Inc. and its Affiliates and Related Funds.

“Break Costs” means the amount (if any) by which:

- (a) the interest (excluding the Margin and any interest rate floor) which an Interim Lender should have received for the period from the date of receipt of all or any part of its participation in an Interim Loan or Unpaid Sum to the last day of the current Interest Period in respect of that Interim Loan or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period without giving effect to any interest rate floor set forth herein;

exceeds:

- (b) the amount which that Interim Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank in the Relevant Interbank Market for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period.

“Business Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in New York and Delaware, **provided that** for the purposes of the first drawdown of any Interim Facility during the Certain Funds Period and the calculation of the Certain Funds Period “Business Day” has the meaning given to that term in, (or equivalent term) in, and periods of Business Days shall be determined in accordance with, the Acquisition Documents.

“Certain Funds Period” means the period from (and including) the date of this Agreement to (and including) 11.59 p.m. (in London) the earliest of:

- (a) if the Acquisition is intended to be completed pursuant to a Scheme, the date falling twenty (20) Business Days after (and excluding) the date on which the Scheme lapses (including, subject to exhausting any rights of appeal, if a relevant court refuses to sanction the Scheme) or it is withdrawn in writing, in each case, in accordance with its terms in the Rule 2.7 Announcement or Scheme Document (other than (i) where such lapse 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 otherwise to be followed within twenty (20) Business Days by a Rule 2.7 Announcement by BidCo to implement the Acquisition by a different offer or scheme (as applicable));
- (b) where the Acquisition is to be consummated pursuant to an Offer, the date on which the Offer lapses, terminates or is withdrawn in writing in accordance with the terms in the applicable Rule 2.7 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 otherwise to be followed within twenty (20) Business Days by a Rule 2.7 Announcement by BidCo to implement the Acquisition by a different offer or scheme (as applicable));
- (c) the date on which Interim Term Facility B has been utilised in full;

(d) only if the first Rule 2.7 Announcement in relation to the Acquisition has not been released by such time, 11:59 p.m. (London time) on the date falling 20 Business Days after the Countersign Date (as defined in the Commitment Letter); and

(e) the Longstop Date,

or, in each case, such later time and date as agreed by the Borrower and the Arrangers (acting reasonably and in good faith) **provided that:**

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

(ii) if an initial drawdown has occurred under this Agreement, the Certain Funds Period shall not end prior to 11:59 p.m. on the Final Repayment Date.

“Change of Control” means:

(a) the Sponsor Funds, any Agreed Co-Investors and the management equity holders, taken together, ceasing to control (directly or indirectly) more than 50.00% of the issued voting share capital of the Parent;

(b) the Sponsor Funds, any Agreed Co-Investors and the management equity holders, taken together, ceasing to control (directly or indirectly) the composition of a majority of the board of directors (or equivalent management body) of the Parent;

(c) the Parent ceases to directly own beneficially 100% of the issued share capital of the Borrower;

(d) the Borrower ceases to directly own beneficially 100% of the issued share capital of BidCo; or

(e) following the Initial Closing Date, any sale of all or substantially all the assets of the Group (taken as a whole) to persons who are not Group Companies,

provided that:

(i) any step, matter or transaction entered into in order to effect a Permitted Transaction (other than under paragraph (e) of the definition thereof) shall not constitute a Major Event of Default;

(ii) any issue of shares by the Parent to current or prospective employees or officers of the Group for the purposes of facilitating such current or prospective employees or officers rollover investment in the Group shall not constitute a Major Event of Default; and

(iii) any shares issued to a Roll-Up Investor shall not constitute a Change of Control.

“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 Takeover Panel, as may be amended from time to time.

“Code” means the US Internal Revenue Code of 1986, as amended.

“Commitment Letter” means a letter dated on or about the date hereof between the Arrangers, certain of its affiliates and the Borrower setting out the terms and conditions pursuant to which the Arrangers and such affiliates agree to underwrite and make available certain facilities and other financing arrangements in connection with the Acquisition including, for the avoidance of doubt, those set out in the Term Sheet.

“Completion” means the date on which BidCo acquires all of the Target Shares (other than the Excluded Shares), **provided that** Completion shall, for the purposes of this Agreement, be deemed not to have occurred unless the Initial Closing Date has occurred on or prior to such date.

“Control Date” means the first date on which Bidco has acquired all of the Target Shares (including, if applicable, pursuant to the Squeeze-Out) provided that the Control Date shall be deemed not to have occurred unless the Initial Closing Date has occurred on or prior to such date.

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

“Court Order” means the order of the High Court of Justice of England and Wales sanctioning the Scheme.

“Debt Purchase Transaction” means, in relation to a person, a transaction where such person:

- (a) purchases by way of assignment or transfer; or
- (b) enters into any Sub-Participation in respect of; or
- (c) enters into any other agreement or arrangement having an economic effect substantially similar to a Sub-Participation in respect of,

any Interim Commitment or amount outstanding under this Agreement.

“Defaulting Interim Lender” means any Interim Lender:

- (a) which has failed to make its participation in an Interim Loan available (or has notified the Interim Facility Agent or BidCo (which has notified the Interim Facility Agent) that it will not make its participation in an Interim Loan available) by the Drawdown Date of that Interim Loan in accordance with Clause 6.3 (*Advance of Interim Loans*);
- (b) which has otherwise rescinded or repudiated an Interim Document; or
- (c) with respect to which an Insolvency Event has occurred and is continuing.

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

“Dispute” has the meaning given to that term in Clause 25.1 (*Submission to jurisdiction*).

“Disqualified Lender” means:

- (a)
 - (i) those banks, financial institutions and other institutional lenders; and
 - (ii) competitors (and such competitors’ sponsors and affiliates identified in writing or reasonably identifiable by name as, or commonly known to be, a sponsor or affiliate of such person) of the Target and its subsidiaries,

in each case of clauses (i) and (ii), separately identified in writing by BidCo or either Sponsor at any time (the foregoing, in each case inclusive of any affiliates thereof that are identified in writing by BidCo or either Sponsor or that are reasonably identifiable by name as, or commonly known to be, an affiliate of such person, other than a bona-fide debt fund (except (x) to the extent so specified generally with respect to such person and (y) to the extent such bona-fide debt fund is separately identified in writing by BidCo or either Sponsor to the Interim Facility Agent); and

- (b) any affiliates (other than Non-Debt Fund Affiliates) of the Interim Lenders that are engaged as principals primarily in private equity or venture capital (other than any senior employees of any such affiliate of the Interim Lenders who are required, in accordance with industry regulations or internal policies and procedures, to act in a supervisory capacity and the Original Interim Lenders' internal legal, compliance, risk management, credit and investment committee members),

it being agreed that, notwithstanding anything to the contrary:

- (i) BidCo may withhold its consent to any person that is known by it to be an affiliate of a Disqualified Lender regardless of whether such person is reasonably identifiable as an affiliate of such person on the basis of such affiliate's name (other than with respect to affiliates that are bona fide debt funds (except (i) to the extent so specified with respect to any bank, financial institution, other institutional lenders or competitors and (ii) to the extent such bona fide debt fund is separately identified in writing by BidCo or the Sponsors to the Interim Facility Agent));
- (ii) thereafter, including after the Initial Closing Date, the list of Disqualified Lenders may be updated from time to time to include additional banks, financial institutions and other institutional lenders and competitors (and such competitors' sponsors and affiliates identified in writing or reasonably identifiable solely on the basis of their names) of the Target and its subsidiaries (inclusive of any affiliates thereof that are reasonably identifiable solely by name (other than a bona-fide debt fund other than with respect to affiliates that are bona fide debt funds (except (x) to the extent so specified with respect to any bank, financial institution, other institutional lenders or competitors and (y) to the extent such bona fide debt fund is separately identified in writing by BidCo or the Sponsors to the Interim Facility Agent))) separately identified in writing to the Interim Facility Agent, and any additions, deletions or other modifications to the list of Disqualified Lenders shall become effective on the second Business Day after delivery to the Interim Facility Agent; and
- (iii) any additional designation of a Disqualified Lender permitted by the foregoing shall not apply retroactively to any prior assignment or participation.

"Drawdown Date" means the date of or proposed date for the making of an Interim Loan.

"Drawdown Request" means a signed notice requesting an Interim Loan in the form set out in Schedule 2 (*Form of Drawdown Request*).

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, Norway and any other member state from time to time.

"Equity Contributions" means the cash common equity contributions made by the Sponsors, certain direct and indirect current owners of the Target and/or Aero Flow and other investors (including Agreed Co-Investors) designated by the Sponsors prior to the first date on which all conditions precedent in Clause 4.1 (*Conditions Precedent*) are satisfied or waived in accordance with Clause 4.1 (*Conditions Precedent*) (including existing shareholders members of management of, in each case, the Target and/or Aero Flow), directly or indirectly, to the Parent, which such proceeds shall be further contributed to BidCo in an aggregate amount of cash common equity (including rollover equity and, if contributed, the fair market equity value

of Aero Flow (as determined in accordance with the consortium bid conduct agreement dated on or about the date hereof between the affiliates of each Sponsor party thereto), in each case that is contributed to the Borrower).

“Excluded Shares” means the Target Shares beneficially owned (directly or indirectly) by Tincum.

“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.

“Facility Office” means the office through which an Interim Lender will perform its obligations under the relevant Interim Facility notified to the Interim Facility Agent in writing by not less than five Business Days’ notice.

“FATCA” means:

- (a) sections 1471 to 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 enacted in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law, regulation or guidance referred to 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 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.

“Fee Letter” means the letter from the Arrangers and certain of its affiliates to the Borrower dated on or prior to the date hereof in respect of fees payable in relation to the Interim Facility and the Long-term Financing Agreements.

“Final Repayment Date” has the meaning given to that term in Clause 7.1 (*Repayment*).

“Financial Advisor” means (i) Barclays Bank PLC, acting through its Investment Bank, which is authorised by the Prudential Regulation Authority and regulated in the United Kingdom by the Financial Conduct Authority and the Prudential Regulation Authority and (ii) BMO Capital Markets Corp., a registered broker-dealer with the US Securities and Exchange Commission and also a member of the Financial Industry Regulatory Authority.

“Financial Indebtedness” means indebtedness in respect of:

- (a) moneys borrowed and debt balances at banks or other financial institutions;
- (b) any amount raised by acceptance under any acceptance credits or bill discounting facility (or dematerialised equivalent);
- (c) moneys raised under or pursuant to bonds, notes, debentures, loan stock or any similar instrument;
- (d) any finance or capital lease or hire purchase contract which would, in accordance with generally accepted accounting principles in the jurisdiction of incorporation of the

relevant Group Company, be treated as a finance or capital lease but only to the extent of such treatment;

- (e) receivables sold or discounted (other than to the extent there is no recourse);
- (f) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability which would fall within one of the other paragraphs of this definition;
- (g) any Treasury Transaction (and, when calculating the value of any Treasury Transaction, only the marked to market net value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);
- (h) the acquisition cost of any asset where the deferred payment is arranged primarily as a method of raising finance or financing the acquisition or construction of the relevant asset and in circumstances where the due date for payment is more than 180 days after the expiry of the period customarily allowed by the relevant supplier save where the payment deferral results from non or delayed satisfaction of contract terms by the supplier or from contract terms establishing payment schedules tied to total or partial contract completion and/or to the results of operational testing procedures;
- (i) any amount raised by the issue of redeemable preference shares by any Group Company (other than to another Group Company and other than those redeemable at the option of the issuer) which mature prior to the Final Repayment Date;
- (j) any amount raised under any other transaction which has the commercial effect of a borrowing; and
- (k) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in the paragraphs above,

and **provided that**:

- (i) in relation to bank accounts only the net balance shall be taken into account; and
- (ii) pension liabilities and provisions which are treated as borrowings or financial debt under IFRS shall not be included.

“Funding Cost” means for Interim Loans denominated in US Dollars, at the option of the Borrower, ABR or Term SOFR, **provided that** in the case of an Interim Term Facility B Loan, if ABR or Term SOFR (as applicable) is less than 0.50 per cent., ABR or Term SOFR (as applicable) shall be deemed to be 0.50 per cent.

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

“Group Company” means a member of the Group.

“Guarantor” means the Parent, the Borrower and BidCo.

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

“Initial Closing Date” means the date on which first payment is made to the shareholders of the Target as required by the Offer or Scheme (as applicable) in accordance with the City Code, **provided that** the Initial Closing Date shall, for the purposes of this Agreement, be deemed not

to have occurred unless first drawdown under Interim Term Facility B under this Agreement has occurred on or prior to such date.

“Insolvency Event” in relation to an Interim Finance Party 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) has exercised in respect of it one or more of the stabilisation powers pursuant to Part 1 of the Banking Act 2009 and/or has instituted against it a bank insolvency proceeding pursuant to Part 2 of the Banking Act 2009 or a bank administration proceeding pursuant to Part 3 of the Banking Act 2009;
- (g) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (h) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (i) has a secured party take possession of all or substantially all its assets or has a distress, execution, (prejudgement) attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;
- (j) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (i) above; or
- (k) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

“Interest Period” has the meaning given to that term in Clause 8.2 (*Payment of interest*).

“Interim Commitment” means an Interim Term Facility B Commitment.

“Interim Documents” means each of this Agreement, the Interim Fee Letters, the Interim Security Documents, any Drawdown Request and any other document designated as such in writing by the Interim Facility Agent and BidCo.

“Interim Facility” means the Interim Term Facility B.

“Interim Fee Letters” means:

- (a) the Fee Letter; and
- (b) the Agency Fee Letter.

“Interim Finance Parties” means the Interim Lenders, the Arrangers, the Interim Facility Agent and the 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 which has become a party as an Interim Lender to this Agreement pursuant to Clause 21 (*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) of any Obligor under the Interim Documents relating to or arising in respect of any Interim Facility.

“Interim Loan” means an Interim Term Facility B Loan.

“Interim Secured Parties” means each Interim Finance Party and each Receiver and Delegate.

“Interim Security” means the Security Interests created or expressed to be created in favour of the Interim Security Agent pursuant to the Interim Security Documents.

“Interim Security Document” means each document listed in paragraph 5 (*Interim Security Documents*) of Part 1 (*Conditions Precedent to Signing*) of Schedule 3 (*Conditions Precedent*) and any other document entered into by any Obligor creating or expressed to create any Security Interests over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Interim Documents.

“Interim Term Facility B” means the term loan facility made available under this Agreement as described in paragraph 2(a) of Clause 2 (*The Interim Facility - Availability*).

“Interim Term Facility B Commitment” means:

- (a) in relation to the Original Interim Lenders, the amount set opposite its name under the heading “Interim Term Facility B Commitment” in Schedule 1 (*The Original Interim Lenders*), and the amount of any other Interim Term Facility B Commitment transferred to it under this Agreement; and
- (b) in respect of any other Interim Lender, the amount of any Interim Term Facility B Commitment transferred to it pursuant to Clause 21 (*Changes to Parties*),

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

“Interim Term Facility B Loan” means a loan made or to be made under Interim Term Facility B or the principal amount outstanding for the time being of that loan.

“Interpolated Term SOFR” means, in relation to the applicable Term SOFR for any Interim Loan, the rate (rounded to the same number of decimal places as Term SOFR) which results from interpolating on a linear basis between:

- (a) either:
 - (i) the most recent applicable Term SOFR for the longest period (for which Term SOFR is available) which is less than the Interest Period of that Interim Loan; or
 - (ii) if no such Term SOFR is available for a period which is less than the Interest Period of that Interim 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 the Specified Time for the currency of that Interim Loan.

“Long-term Financing” means any facilities (excluding the Interim Facility) described or contemplated in the Commitment Letter or the Fee Letter in connection with the Acquisition.

“Long-term Financing Agreement” means, collectively, the facilities agreements and other documents or arrangements to be entered into for the purpose of documenting the Long-term Financing.

“Longstop Date” means the first Business Day falling immediately after the fifteen (15) months anniversary of (and excluding) the date of the first Rule 2.7 Announcement, **provided that:**

- (a) in the event either:
 - (i) if the Acquisition is to be implemented by way of a Scheme, the Scheme Effective Date has occurred; or
 - (ii) if the Acquisition is to be implemented by way of an Offer, the Offer has been declared or has become unconditional in all respects in accordance with the requirements of the City Code,

in each case, on or prior to the first Business Day falling immediately after the fifteen (15) months anniversary of (and excluding) the date of the first Rule 2.7 Announcement, then the Borrower may extend the Longstop Date by up to 14 calendar days; and

- (b) the Longstop Date will (upon BidCo’s request (acting in good faith)), be extended if necessary or desirable to comply with the requirements of the Panel (including to the extent there is an ongoing dispute with the Panel as to the receipt of any regulatory condition to the Acquisition that has not been received by on or prior to the Longstop Date) by up to a maximum of eight (8) weeks (without giving effect to paragraph (a) above).

“Major Event of Default” means an event or circumstance set out in paragraphs 1 (*Payment default*) (in so far as it relates to payment of principal and/or interest and/or the Interim Facility Underwriting Fee (each as defined in the Fee Letter)), 2 (*Breach of other obligations*), 3 (*Misrepresentation*), 4 (*Invalidity/repudiation*), 5 (*Insolvency*) and 6 (*Insolvency proceedings*) of

Part 3 (*Major Events of Default*) of Schedule 4 (*Major Representations, Major Undertakings and Major Events of Default*), in each case:

- (a) with respect to the Parent, the Borrower or BidCo (as applicable) as to itself only (and for the avoidance of doubt not with respect to the Target Group or any other Group Company) and excluding any procurement obligation with respect to the Target Group or any other Group Company; and
- (b) in so far as it relates to any Interim Security Documents, such references to an Interim Security Document shall be deemed not to include an Interim Security Document which relates security over material bank accounts only.

“Major Representation” means:

- (a) prior to the expiry of the Certain Funds Period, a representation set out in Part 1 (*Major Representations*) of Schedule 4 (*Major Representations, Major Undertakings and Major Events of Default*) (other than paragraphs 2(b), 3(a), 5 and 6) thereof; and
- (b) after the expiry of the Certain Funds Period, a representation set out in Part 1 (*Major Representations*) of Schedule 4 (*Major Representations, Major Undertakings and Major Events of Default*),

in each case:

- (i) with respect to the Parent, the Borrower or BidCo (as applicable) as to itself only (and for the avoidance of doubt not with respect to the Target Group or any other Group Company) and excluding any procurement obligation with respect to the Target Group or any other Group Company; and
- (ii) in so far as it relates to any Interim Security Documents, such references to an Interim Security Document shall be deemed not to include an Interim Security Document which relates security over material bank accounts only.

“Major Undertaking” means:

- (a) prior to the expiry of the Certain Funds Period, an undertaking set out in Part 2 (*Major Undertakings*) of Schedule 4 (*Major Representations, Major Undertakings and Major Events of Default*) (other than paragraphs 7(a) and 7(e) thereof); and
- (b) after the expiry of the Certain Funds Period, an undertaking set out in Part 2 (*Major Undertakings*) of Schedule 4 (*Major Representations, Major Undertakings and Major Events of Default*),

in each case:

- (i) with respect to the Parent, the Borrower or BidCo (as applicable) as to itself only (and for the avoidance of doubt not with respect to the Target Group or any other Group Company) and excluding any procurement obligation with respect to the Target Group or any other Group Company; and
- (ii) in so far as it relates to any Interim Security Documents, such references to an Interim Security Document shall be deemed not to include an Interim Security Document which relates security over material bank accounts only.

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

- (a) whose participation or share in the outstanding Interim Loans then aggregates more than 50.00 per cent. of the outstanding Interim Loans; or

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- (b) if no Interim Loan is then outstanding:
- (i) whose Interim Commitments then aggregate more than 50.00 per cent. of the Total Interim Commitments; or
 - (ii) if the Total Interim Commitments have then been reduced to zero, whose Interim Commitments aggregated more than 50.00 per cent. of the Total Interim Commitments immediately before that reduction.

“Margin” means in relation to the Interim Term Facility B, at the option of the Borrower either (i) if in aggregate with the ABR, 2.75 per cent. per annum or (ii) if in aggregate with Term SOFR, 3.75 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 or other resources available to the Group or right of recourse against any third party with respect to the relevant event or circumstance and any obligation of any person in force to provide any additional equity investment has a material adverse effect on the consolidated business, assets or financial condition of the Group (taken as a whole) such that the ability of 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 amounts due and payable thereunder within the next 12 months.

“Minimum Acceptance Threshold” has the meaning given to it in the definition of Offer.

“Minimum Equity Requirement” means, as at the relevant date of calculation, that the Equity Contributions represent not less than 40.0% of the sum of (i) the aggregate amount of the Equity Contributions made on or prior to such date and (ii) the Interim Loans actually funded on or prior to such date (excluding (x) the aggregate gross proceeds of any loans to be borrowed under the Interim Facility to fund original issue discount or upfront fees in connection with the exercise of market flex in respect of the Interim Facility and (y) amounts drawn under the Interim Facility to fund original issue discount or upfront fees in connection with the exercise of market flex in respect of the Interim Loans or for working capital purposes), **provided that**, on the Initial Closing Date, after giving effect to the transactions described in the Commitment Letter (together with the transactions related thereto), the Sponsors will collectively, directly or indirectly, own not less than 50.1% of the issued and outstanding equity interest of the Target as of the Initial Closing Date.

“Non-Debt Fund Affiliate” means any Affiliate of the Parent other than (a) the Parent or any other Obligor, (b) any debt fund Affiliates of the Sponsors and (c) any natural person.

“Obligor” means the Borrower or a Guarantor.

“Obligors’ Agent” means BidCo, appointed to act on behalf of each Obligor in relation to the Interim Documents pursuant to Clause 1.3 (*Obligor’s Agent*).

“Offer” means a takeover offer (within the meaning of section 974 of the Act) to the holders of the Target Shares (other than the Excluded Shares) with a minimum acceptance threshold of initially not less than 75% of the Target Shares or such lower acceptance threshold agreed by the Super Majority Interim Lenders (the **“Minimum Acceptance Threshold”**) to be made by BidCo pursuant to the terms of the Offer Documents. For the avoidance of doubt, the Parties acknowledge and agree that no provision of this Agreement or any other Interim Document shall operate to prevent a takeover offer (within the meaning of section 974 of the Act) being made by BidCo to the holders of the Target Shares with an initial minimum acceptance threshold greater than 75%.

“Offer Documents” means each Rule 2.7 Announcement and the offer documents to be sent by BidCo to the holders of the Target Shares (other than the Excluded Shares) setting out the terms and conditions of an Offer.

“**Panel**” means The Panel on Takeovers and Mergers.

“**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 the necessary registrations, filing, endorsements, notarisation, stampings and/or notifications of the Interim Documents and/or the Interim Security created thereunder necessary for the validity and enforceability thereof.

“**Permitted Disposal**” means any sale, lease, licence, transfer or other disposal:

- (a) of any asset by the Borrower or any other Group Company to another Group Company (other than the Borrower), **provided that** if the asset disposed of is subject to Interim Security at the time of disposal it shall be disposed of on the basis that it shall remain subject to, or otherwise become subject to, an equivalent Security Interest;
- (b) entered into in the ordinary course of the day-to-day business of an Obligor;
- (c) of assets in exchange for other assets reasonably comparable or superior as to type, value or quality;
- (d) of assets (other than shares in any Group Company) which are obsolete, redundant or no longer required for an Obligor’s business or operations;
- (e) of cash or cash equivalent investments;
- (f) of any asset compulsorily acquired by any governmental authority, to the extent that such disposal does not result in a Major Event of Default;
- (g) required by law or regulation or any order of any governmental entity, **provided that** this does not result in a Major Event of Default;
- (h) which is a lease, sub-lease or licence of property (including intellectual property) in the ordinary course of business;
- (i) of any asset pursuant to a contractual arrangement existing at the Initial Closing Date and is not entered into at the request of BidCo;
- (j) that arises as a result of a Permitted Transaction;
- (k) that arises as a result of any Permitted Security; or
- (l) of assets where the net consideration received for which (when aggregated with net consideration received for any other sale, lease, licence, transfer or other disposal not allowed under the preceding paragraphs) does not exceed USD 167,500,000 (or its equivalent in other currencies) during the life of the Interim Facility.

“**Permitted Financial Indebtedness**” means any Financial Indebtedness:

- (a) arising under any Treasury Transaction entered into for interest rate and/or exchange rate hedging of and/or swaps in relation to Financial Indebtedness incurred or to be incurred pursuant to this Agreement and/or the Long-term Financing and/or the Acquisition;

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- (b) of the Target Group which is to be repaid on or immediately following the Initial Closing Date;
 - (c) arising under any loans made to the Borrower by its Holding Companies which are subordinated to the Interim Facility on terms acceptable to the Interim Lenders (acting reasonably);
 - (d) arising under this Agreement, a Permitted Transaction or Permitted Guarantee;
 - (e) arising in the ordinary course of cash pooling arrangements entered into by an Obligor or any Group Company;
 - (f) any intra-Group Financial Indebtedness;
 - (g) arising under any Treasury Transactions entered into by the Borrower or any of its Subsidiaries in the ordinary course of business and not for speculative purposes;
 - (h) arising under finance or capital leases or vendor finance of vehicles, plant, equipment or computers; or
 - (i) not permitted by the preceding paragraphs and the aggregate outstanding principal amount of which does not exceed USD 167,500,000 (or its equivalent in other currencies) at any time.

“Permitted Guarantee” means any guarantee, indemnity or counter-indemnity:

- (a) by an Obligor of the obligations of another Obligor or by a Group Company which is not an Obligor of the obligations of another Group Company;
- (b) by an Obligor of the obligations of members of the Target Group existing at the date of this Agreement and/or the Initial Closing Date;
- (c) guaranteeing performance by a Group Company under any contract entered into in the ordinary course of business;
- (d) given by a Group Company to a landlord in its capacity as such in the ordinary course of business;
- (e) constituting a customary guarantee and/or indemnity in favour of directors and officers in their capacity as such;
- (f) permitted as Permitted Financial Indebtedness;
- (g) arising under an Interim Document, Permitted Transactions or in connection with a Permitted Disposal;
- (h) given by a Group Company in respect of the obligations of a former Subsidiary of such Group Company where such Group Company has received an indemnity in respect of the maximum aggregate amount of its liabilities under such guarantee for the full term of such guarantee;
- (i) given or arising under legislation relating to Tax or corporate law under which any Group Company assumes general liability for the obligations of another Group Company incorporated or Tax resident in the same country;
- (j) given in respect of the netting or set-off arrangements; or

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- (k) not permitted by the preceding paragraphs and the outstanding principal amount of which does not exceed USD 167,500,000 (or its equivalent in other currencies) at any time.

“Permitted Holding Company Activity” means:

- (a) normal holding company activities and activities including those contemplated by the Acquisition, described in the Structure Memorandum or contemplated by the Commitment Letter (including the attachments thereto) or referred to in the definitions of Permitted Disposal, Permitted Financial Indebtedness, Permitted Guarantee, Permitted Payment and Permitted Security, in each case as carried on at that level;
- (b) the incurrance of any financial indebtedness and/or other liabilities incurred under (i) the Interim Documents, (ii) the Commitment Letter, (iii) the engagement letter and fee credit letter in respect of any take-out financing, (iv) any Long-term Financing or (v) any Long-term Financing Documents;
- (c) taking those steps necessary to maintain its corporate existence and tax status;
- (d) holding cash, cash equivalent investments and balances in bank accounts;
- (e) activities in connection with any litigation or court or other proceedings that are, in each case, being contested in good faith, those activities arising by law or court order and liabilities for, or in connection with, Taxes;
- (f) the provision of management and administrative services (and related costs), research and development and marketing and the employment and secondment of employees;
- (g) ownership of shares in the Target or any other Group Company and, in each case, any liabilities incurred or payments made by an Obligor in its capacity as a holding company in respect of its share capital and professional fees, employee costs, administration costs and Taxes in each case incurred in the ordinary course of its business as a holding company and not expressly prohibited under this Agreement;
- (h) consisting of the ownership of cash balances or cash equivalent investments at any time (including arising under any cash pooling arrangement entered into with any of its Subsidiaries not prohibited under this Agreement) and the on-lending of cash intra-Group;
- (i) the payment of fees, costs and expenses, stamp, registration, land and other Taxes incurred in connection with the Acquisition or the Transaction Documents;
- (j) incurred as a result of operation of law; or
- (k) permitted by the Interim Facility Agent (acting on the instructions of the Majority Interim Lenders).

“Permitted Payment” means:

- (a) a payment or declaration of a dividend, return of capital, capital contribution or other distribution, redemption, repurchase, defeasement, retirement, reduction or payment in respect of share capital made by any Group Company (other than the Borrower) to its Holding Company, **provided that** if the Group Company is not a wholly-owned Subsidiary of its Holding Company the payment attributable to its minority shareholders shall be no greater than proportionate to their shareholding;
- (b) a payment in respect of interest in respect of financial indebtedness owed to management in relation to any management incentive plan;

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- (c) payment of professional fees, Taxes, regulatory and administrative costs of the Sponsors and/or the Sponsor Funds or of Holding Companies of the Borrower in relation to the Group;
 - (d) payments to fund the purchase of any of the management's, directors' or employees' equity in (or loan notes issued by) a Group Company or a Holding Company (together with the purchase or repayment of any related loans) and/or to make other compensation payments (including bonus payments and relating to incentive schemes) in respect of departing management, directors or employees;
 - (e) payment of costs and expenses in connection with the Acquisition payable by BidCo or any of its Holding Companies, **provided that** the aggregate amount of all such payments does not exceed USD 50,000,000 during the life of the Interim Facility; or
 - (f) a payment or declaration of a dividend, return of capital, capital contribution or other distribution, redemption, repurchase, defeasement, retirement, reduction or payment in respect of share capital made by any Group Company and/or a payment of interest on or repayment of principal of loans made to any of the Parent, the Borrower and BidCo which are subordinated to the Interim Facility in order to enable the payments referred to in the preceding paragraphs above or to enable the Borrower to make payments to the Interim Finance Parties under the Interim Documents.

"Permitted Security" means:

- (a) any netting or set-off arrangement entered into in the ordinary course of banking arrangements (including any hedging) for the purpose of netting debit and credit balances;
- (b) any lien or other security interest in favour of a bank or financial institution with which any Group Company holds bank accounts pursuant to such bank or financial institution's general terms and conditions;
- (c) any security interests over credit balances created or subsisting pursuant to or in connection with cash pooling arrangements;
- (d) any lien arising by operation of law or agreement of similar effect and in the ordinary course of trading;
- (e) any right of set-off arising under contracts entered into by members of the Group in ordinary course of their day-to-day business;
- (f) any security consisting of cash collateral (including any security over any related bank account) provided or to be provided to support letter of credit or other obligations of the Target Group to facilitate completion of the Acquisition;
- (g) security over cash paid into an escrow account pursuant to any escrow or retention of purchase price arrangements in connection with the Acquisition;
- (h) security over rental deposits or concession payments in respect of any premises owned or occupied by any Group Company;
- (i) security or quasi-security arising as a result of legal proceedings discharged within 30 days or otherwise contested in good faith;
- (j) any security arising by operation of law in respect of Taxes being contested in good faith;
- (k) any security granted or arising in connection with a Permitted Transaction, or as part of a financial institution's standard terms and conditions in the ordinary course of

business, including without limitation with any financial institution with whom any Group Company maintains a banking relationship; or

- (l) any security not permitted under the preceding paragraphs securing indebtedness the outstanding principal amount of which, when aggregated with the outstanding principal amount of any other indebtedness which has the benefit of security granted by a Group Company other than any permitted under the preceding paragraphs, does not exceed USD 167,500,000 (or its equivalent in other currencies) at any time.

“Permitted Transaction” means:

- (a) any disposal required, financial indebtedness incurred, guarantee, indemnity, payment or security or any other transaction arising, contemplated, or permitted under any of the Interim Documents, the Commitment Documents (as defined in the Commitment Letter), the Acquisition Documents, the Long-term Financing Agreements or any of the transactions envisaged therein or between any of the Obligors;
- (b) any Permitted Guarantee, Permitted Disposal, Permitted Payment or Permitted Security;
- (c) any step, circumstance or transaction permitted or contemplated by paragraph 5 (Holding company status) of Part 1 (*Major Representations*) of Schedule 4 (*Major Representations, Major Undertakings and Major Events of Default*) or by any Major Undertaking (which, for the avoidance of doubt, in each case will thereby be a Permitted Transaction for all Major Undertakings and for the purposes of paragraph 5 (Holding company status) of Part 1 (*Major Representations*) of Schedule 4 (*Major Representations, Major Undertakings and Major Events of Default*));
- (d) any issuance, incurrence or transfer of shares or other security to, or equity, shareholder debt or other capital contribution to any member of the Group or Target Group or any step, action or transaction including share issue or acquisition or consumption of debt, for the purpose of creating the group structure for the Acquisition or effecting the Refinancing as set out in the Structure Memorandum (other than any exit steps described therein), including inserting another legal entity directly above or below any member of the Group, and including in connection therewith, provided that, after completion of such steps, no Change of Control shall have occurred;
- (e) any action to be taken by a member of the Group required as a condition to any step or action in respect of the Acquisition by any Relevant Regulator or to comply with any Applicable Securities Laws;
- (f) any transaction permitted by the Interim Facility Agent (acting on the instructions of the Majority Interim Lenders);
- (g) any action to be taken by a Group Company that, in the reasonable opinion of the Obligors' Agent, is necessary to implement or complete the Acquisition or has arisen as part of the negotiations with the shareholders or senior management of the Target Group (as a whole), Relevant Regulator, the Panel, the Court 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); or
- (h) any step, circumstance, merger, payments or other transactions contemplated by or relating to the Transaction Documents, the Structure Memorandum (other than any exit steps described therein) or the Long-term Financing Agreements (or other refinancing of the Interim Facility) (and related documentation) or the Rollover.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

“Protected Party” means an Interim Finance Party which is or will be subject to any liability or required to make any payment for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under an Interim Document.

“Published Rate” means Term SOFR.

“Published Rate Replacement Event” means, in relation to a Published Rate:

- (a) the methodology, formula or other means of determining that Published Rate has, in the opinion of the Interim Facility Agent and BidCo, materially changed;
- (b)
 - (i) the administrator of that Published Rate or its supervisor publicly announces that such administrator is insolvent or information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Published Rate is insolvent, provided that, in each case, at that time, there is no successor administrator to continue to provide that Published Rate;
 - (ii) the administrator of that Published Rate publicly announces that it has ceased or will cease to provide that Published Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Published Rate;
 - (iii) the supervisor of the administrator of that Published Rate publicly announces that such Published Rate has been or will be permanently or indefinitely discontinued; or
 - (iv) the administrator of that Published Rate or its supervisor announces that that Published Rate may no longer be used; or
- (c) in the opinion of the Interim Facility Agent and Bidco, that Published Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

“Rate Fixing Day” means, in relation to any period for which an interest rate is to be determined:

- (a) (if the currency is US Dollars) two (2) US Government Securities Business Days before the first day of that period; or
- (b) (for any other currency) two Business Days before the first day of that period,

unless market practice differs in the relevant interbank market for a currency, in which case the Rate Fixing Day for that currency will be determined by the Interim Facility Agent in accordance with market practice in the relevant interbank market (and if quotations would normally be given by leading banks in the relevant interbank 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.

“Related Fund” in relation to a fund (the **“first fund”**), means a fund which is managed or advised by the same investment manager or adviser as the first fund or, if it is managed by a different investment manager or adviser, a fund whose investment manager or adviser is an Affiliate of the investment manager or adviser of the first fund.

“Relevant Interbank Market” means in relation to Euro, the European interbank market and, in relation to any other currency, the London interbank market.

“Relevant Jurisdiction” means, in relation to an Obligor:

- (a) its jurisdiction of incorporation; and
- (b) any jurisdiction where any asset subject to or intended to be subject to the Interim Security to be created by it is situated; and
- (c) any jurisdiction where it conducts a substantial part of its business.

“Relevant Nominating Body” means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

“Relevant Regulator” means the Panel, the Court, the Australian Competition and Consumer Commission, the Canadian Commissioner of Competition, the European Commission, the Moroccan Competition Council, the KSA General Authority for Competition, the South African competition authorities, the Department of Justice, the Federal Trade Commission, the Italian Presidency of the Council of Ministers, the German Federal Ministry of Economic Affairs and Energy, the Canadian federal Minister of Industry, the UK Secretary of State, the French Ministry for the Economy, 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 Acquisitions.

“Replacement Benchmark” means a benchmark rate, base rate or reference rate which is:

- (a) formally designated, nominated or recommended as the replacement for a Published Rate by:
 - (i) the administrator of that Published Rate (provided that the market or economic reality that such benchmark rate measures is the same as that measured by that Published Rate); or
 - (ii) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the “Replacement Benchmark” will be the replacement under paragraph (ii) above;

- (b) in the opinion of the Interim Facility Agent and Bidco, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to a Published Rate; or
- (c) in the opinion of the Interim Facility Agent and Bidco, an appropriate successor to a Published Rate.

“Reports” means the following reports:

- (a) the indicative legal due diligence report dated on or prior to the Initial Closing Date prepared by Linklaters LLP in relation to the Acquisition; and
- (b) the Structure Memorandum.

“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 similar principles or limitations under the laws of any

applicable jurisdiction, the time barring of claims under any applicable limitation statutes, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of stamp duty may be void and defences of set-off or counterclaim and similar principles or limitations under the laws of any applicable jurisdiction, the possibility that a court may strike out provisions of a contract as being invalid or unenforceable for reasons of oppression, undue influence or (in the case of default interest) representing a penalty, the unavailability of, or limitation on the availability of a particular right or remedy because of equitable principles of general application and any other reservations or qualifications as to matters of law (only) which are referred to in any legal opinion referred to in Schedule 3 (*Conditions Precedent*).

“Rollover” means the indirect contribution of the Target Shares beneficially owned by Tincum L.P., Tincum Tax Exempt L.P., Tincum Parallel L.P., Tincum Employees L.P. to the Parent and the contribution of such Target Shares by the Parent to BidCo.

“Roll-Up Investor” means any person which holds any issued share capital in an Obligor at any time **provided that** such person only holds shares in such Obligor for such temporary period of time as determined by BidCo (acting reasonably and in good faith) that is required in connection with transaction steps required to effect a roll-up of investors to a Holding Company of BidCo.

“Rule 2.7 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.

“Scheme” means the scheme of arrangement effected pursuant to part 26 of the Act to be proposed by the Target to the holders of the Target Shares (other than the Excluded Shares) to implement the Acquisition pursuant to which BidCo will, subject to the occurrence of the Scheme Effective Date, become the holder of the Target Shares that are the subject of that scheme of arrangement.

“Scheme Circular” means the circular (including any supplemental circular) dispatched by the holders of the Target Shares (other than the Excluded Shares) setting out the resolutions and proposals for and the terms and conditions of the Scheme.

“Scheme Documents” means (i) each Rule 2.7 Announcement, (ii) the Scheme Circular, (iii) the Court Order and (iv) any other documents distributed by or on behalf of BidCo to (among others) holders of the Target Shares (other than the Excluded Shares) in connection with the Scheme.

“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.

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

“Specified Time” means a time determined in accordance with Schedule 6 (*Timetables*).

“Sponsors” means Tincum and Blackstone.

“Sponsor Funds” means funds, partnerships and other entities advised, managed or controlled by any Sponsor.

“Squeeze-Out” means an acquisition of the outstanding Target Shares which are the subject of the applicable Offer and that BidCo has not acquired pursuant to the procedures contained in sections 979 to 982 of the Act.

“Structure Memorandum” means the tax structure memorandum dated on or prior to the Initial Closing Date prepared by Alvarez & Marsal Holdings, LLC in relation to the Acquisition.

“Sub-Participation” means a sub-participation or any other agreement or arrangement having an economic effect substantially similar to a sub-participation by an Interim Lender of any of its obligations under an Interim Facility.

“Subsidiary” means in relation to any company, corporation or partnership, a company, corporation or partnership:

- (a) which is controlled, directly or indirectly, by the first mentioned company or corporation or partnership; or
- (b) more than half the issued share capital or membership interests of which is beneficially owned, directly or indirectly by the first mentioned company or corporation or partnership,

and for this purpose, a company or corporation or partnership shall be treated as being controlled by another if that other company or corporation or partnership is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

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

- (a) whose participation or share in the outstanding Interim Loans then aggregates to 66⅔ per cent. or more of the outstanding Interim Loans; or
- (b) if no Interim Loan is then outstanding:
 - (i) whose Interim Commitments then aggregate 66⅔ per cent. or more of the Total Interim Commitments; or
 - (ii) if the Total Interim Commitments have then been reduced to zero, whose Interim Commitments aggregated 66⅔ per cent. or more of the Total Interim Commitments immediately before that reduction.

“Target” means Senior plc.

“Target Group” means the Target and its Subsidiaries.

“Target Shares” means ordinary shares in the capital of the Target from time to time including without limitation any ordinary shares in the Target arising on exercise of Target Group options or awards.

“Tax” means any tax, levy, impost, duty or other charge or withholding 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”** shall be construed accordingly.

“Tax Credit” means a rebate, repayment, remission or refund 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.

“Term Sheet” means the agreed form term sheet referred to in the Commitment Letter.

“Term SOFR” means, in relation to any Interim Loan in US dollar:

- (a) the forward-looking term rate based on SOFR, which is, with respect to any day, the secured overnight financing rate published for such day by the Federal Reserve Bank

of New York, as the administrator of the benchmark (or a successor administrator of the secured overnight financing rate), on the Federal Reserve Bank of New York's Website;

(b) (if the term SOFR reference rate is not available for the Interest Period of that Interim Loan) Interpolated Term SOFR (rounded to the same number of decimal places as Term SOFR) for that Interim Loan; or

(c) If:

(i) no term SOFR reference rate is available for the Interest Period of that Interim Loan; and

(ii) it is not possible to calculate Interpolated Term SOFR for that Interim Loan,

the USD Central Bank Rate (or if the USD Central Bank Rate is not available at the Specified Time on the Rate Fixing Day, the 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 Specified Time on the Rate Fixing Day for US Dollars and for a period equal in length to the Interest Period of that Interim Loan (provided that, if that rate is less than 0.50%, Term SOFR shall be deemed to be 0.50%). Notwithstanding anything to the contrary, the Interim Facility Agent may (with the prior written consent of Bidco) specify another page, service or method for determining Term SOFR for the purposes of the Interim Documents (including, for the avoidance of doubt, any alternative benchmark, base rate or reference rate which may be available at the relevant time).

"Tinicum" means Tinicum Incorporated and its Affiliates and Related Funds.

"Total Interim Commitments" means at any time the aggregate of the Total Interim Term Facility B Commitments.

"Total Interim Term Facility B Commitments" means at any time the aggregate of the Interim Term Facility B Commitments, being \$685,000,000 at the date of this Agreement.

"Transaction Documents" means the Interim Documents and the Acquisition Documents.

"Transfer Certificate" means a certificate substantially in the form set out in Schedule 7 (*Form of Transfer Certificate*) or any other form agreed between the Interim Facility Agent and BidCo.

"Transfer Date" means, in relation to a transfer, the later of:

(a) the proposed Transfer Date specified in the Transfer Certificate; and

(b) the date on which the Interim Facility Agent executes the Transfer Certificate.

"Treasury Transactions" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

"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).

"Undisclosed Administration" means the appointment of an administrator, provisional liquidator, receiver, trustee, custodian or other similar official by a supervisory authority or regulator under or pursuant to the law in the country where such Interim Finance Party is subject

to home jurisdiction suspension, if applicable law requires that such appointment is not to be publicly disclosed.

“Unpaid Sum” means any sum due and payable but unpaid by the Borrower under the Interim Documents.

“USD Central Bank Rate” means the percentage rate per annum which is the aggregate of:

- (a) the short-term interest rate target set by the US Federal Open Market Committee as published by the Federal Reserve Bank of New York from time to time or, if that target is not a single figure, the arithmetic mean of (i) the upper bound of the short-term interest rate target range set by the US Federal Open Market Committee and published by the Federal Reserve Bank of New York, and (ii) the lower bound of that target range; and
- (b) the applicable USD Central Bank Rate Adjustment.

“USD Central Bank Rate Adjustment” means, in relation to the USD Central Bank Rate prevailing at close of business on any US Government Securities Business Day, the 20% trimmed arithmetic mean (calculated by the Interim Facility Agent) of the USD Central Bank Rate Spreads for the five most immediately preceding US Government Securities Business days for which Term SOFR is available.

“USD Central Bank Rate Spread” means, in relation to any US Government Securities Business Day, the difference (expressed as a percentage rate per annum) calculated by the Interim Facility Agent of (i) Term SOFR for that Business Day and (ii) the USD Central Bank Rate prevailing at close of business on that US Government Securities Business Day.

“US Government Securities Business Day” means any day other than:

- (a) a Saturday or a Sunday; and
- (b) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities.

“VAT” means:

- (a) any 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
- (b) any other tax of a similar nature, whether imposed in the United Kingdom or a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

“Withdrawal Event” means:

- (a) the withdrawal of any participating Member State from the single currency of the participating Member States (being the euro); and/or
- (b) the redenomination of the euro into any other currency by the government of any current or former participating Member State; and/or
- (c) the withdrawal (or any vote or referendum electing for the withdrawal) of any Member State.

“Write-Down and Conversion Powers” means:

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- (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.

1.2 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 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 “**disposal**” includes any sale, transfer, grant, lease, licence or other disposal, whether voluntary or involuntary and “**dispose**” will be construed accordingly;
 - (v) “**\$**”, “**US dollars**” and “**USD**” denotes the lawful currency of the United States of America;
 - (vi) a “**guarantee**” includes:
 - (A) an indemnity, counter-indemnity, guarantee or 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:
 - (1) to pay, purchase, assume, 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; or

- (2) to be responsible for the performance of any obligations by or the solvency of any other person,

and “**guaranteed**” and “**guarantor**” shall be construed accordingly;

- (vii) “**including**” means including without limitation and “**includes**” and “**included**” shall be construed accordingly;
- (viii) “**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;
- (ix) “**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;
- (x) 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;

- (xi) an Acceleration Notice or a Major Event of Default being “**outstanding**” or “**continuing**” means that such Acceleration Notice (or the underlying Major Event of Default giving rise to such Acceleration Notice) or Major Event of Default has occurred or arisen and has not been remedied or waived;
- (xii) references to any matter being “**permitted**” under this Agreement or any other Interim Document or other agreement shall include references to such matters not being prohibited or otherwise being approved under this Agreement or such Interim Document or such other agreement;
- (xiii) 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);
- (xiv) the meaning of defined terms are equally applicable to the singular and plural forms of the defined terms;

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- (xv) 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; and
- (xvi) a document in “**agreed form**” is to a document which is previously agreed in writing by or on behalf of the Interim Facility Agent (acting reasonably) and BidCo.
- (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, sub-clauses, appendices and Schedules are references to, respectively, paragraphs, clauses and sub-clauses of and appendices and schedules to this Agreement and references to this Agreement include its appendices and 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 from time to time;
- (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; and
- (vi) the index to and the headings in this Agreement are for convenience only and are to be ignored in construing this Agreement.
- (c) Unless a contrary indication appears, a term used in any other Interim Document or in any notice given under or in connection with any Interim Document has the same meaning in that Interim Document or notice as in this Agreement.
- (d) Where the Interim Facility Agent or the Interim Security Agent is referred to as acting “**reasonably**” or “**in a reasonable manner**” or as coming to an opinion or determination that is “**reasonable**” (or any similar or analogous wording is used), or acting or exercising any discretion (or refraining from acting or exercising any discretion) this shall mean that the Interim Facility Agent and the Interim Security Agent shall be acting or coming to an opinion or determination on the instructions of the Interim Lenders, the Majority Interim Lenders or Super Majority Interim Lenders (as the case may be) acting reasonably or in a reasonable manner and the Interim Facility Agent and the Interim Security Agent shall be under no obligation to determine the reasonableness of such instructions or whether in giving such instructions the Interim Lenders, the Majority Interim Lenders or Super Majority Interim Lenders (as the case may be) are acting reasonably or in a reasonable manner.
- (e) Where acceptability to or satisfaction of the Interim Facility Agent or the Interim Security Agent is referred to in relation to a matter not affecting the personal interests of the Interim Facility Agent or Interim Security Agent (including, for the avoidance of doubt, any satisfaction or determination in relation to conditions precedent) this shall mean the acceptability to or satisfaction of the Interim Lenders, the Majority Interim Lenders or the Super Majority Interim Lenders (as the case may be) as notified by it to the Interim Facility Agent or the Interim Security Agent, **provided that** any waiver of the requirement to receive any of the documents and evidence referred to in Part 2
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(Conditions Precedent to the Initial Closing Date) of Schedule 3 (Conditions Precedent) shall require the prior written consent of all the Interim Lenders.

1.3 Obligor's Agent

- (a) Each Obligor (other than BidCo) by its execution of this Agreement irrevocably appoints BidCo (acting through one or more authorised signatories) to act on its behalf as its agent in relation to the Interim Documents and irrevocably authorises:
- (i) BidCo on its behalf to supply all information concerning itself contemplated by this Agreement to the Interim Finance Parties and to give all notices and instructions, to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by any Obligor notwithstanding that they may affect the Obligor, without further reference to or the consent of BidCo; and
 - (ii) each Interim Finance Party to give any notice, demand or other communication in respect of such Obligor pursuant to the Interim Documents to BidCo,

and in each case the Obligor shall be bound as though it itself had given the notices and instructions or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication.
- (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 any Obligor or in connection with any Interim Document (whether or not known to the Obligor) shall be binding for all purposes on the Obligor as if the Obligor had expressly made, given or concurred with it. In the event of any conflict between any notices or other communications of that Obligors' Agent and the Obligor, those of the Obligors' Agent shall prevail.

2. **THE INTERIM FACILITY - AVAILABILITY**

- (a) Subject to the terms of this Agreement, the Interim Lenders make available to the Borrower an interim term loan facility in an aggregate amount equal to the Total Interim Term Facility B Commitments available to be utilised in US dollars.
- (b) The undrawn Interim Commitments of each Interim Lender under Interim Term Facility B will be automatically cancelled at 11:59 p.m. (London time) on the last day of the Certain Funds Period.
- (c) BidCo may, by one Business Day's prior written notice to the Interim Facility Agent, at any time cancel any undrawn amount of the Interim Facility.

3. **PURPOSE**

The Borrower shall apply all amounts borrowed by it under the Interim Term Facility B (directly or indirectly) in or towards financing or refinancing (including by way of on-lending to any member of the Group and/or the Target Group):

- (a) any payments to shareholders of the Target pursuant to or in connection with the Acquisition (including in respect of the acquisition of any Target Shares to be acquired after the Initial Closing Date (including pursuant to a Squeeze-Out or the Target's amended articles of association) or in respect of any Rule 15 proposals made or to be made in connection with the Acquisition, but excluding for the avoidance of doubt the Target Shares) and/or any acquisition of treasury shares, together with related fees, costs and expenses;

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- (b) consideration paid or payable for or any cash collateral required to be provided in relation to any Target Shares pursuant to the Acquisition and/or any acquisition of treasury shares;
 - (c) payment of costs, fees, expenses and taxes (including stamp duty) incurred in connection with the Acquisition and the Transaction Documents;
 - (d) the refinancing or otherwise discharging or defeasing and/or acquisition of the indebtedness of the Target Group (the "**Existing Facilities**") (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 paying any breakage costs, any redemption premium, make-whole costs and any other fees, costs and expenses payable in connection with such refinancing, discharge, defeasance and/or acquisition of the Existing Facilities (the "**Refinancing**"), **provided that** the Borrower shall repay in full all Existing Facilities and terminate in full all commitments and guarantees in respect thereof and release liens on any assets secured thereby within 30 days after the date the Initial Closing Date has occurred (or such longer period as the Interim Lenders may agree);
 - (e) any other purpose contemplated by the Structure Memorandum; and/or
 - (f) maintaining cash overfunding and the general corporate and/or working capital purposes of the Group (including the Target Group from Completion) 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) and other amounts (including drawing the proceeds thereof onto balance sheet to fund such items).

4. THE MAKING OF THE INTERIM LOANS

4.1 Conditions Precedent

- (a) Each Interim Lender will be obliged to participate in each Interim Loan subject only to:
 - (i) the Interim Facility Agent having received or waived the requirement to receive all of the documents and evidence referred to in Part 2 (*Conditions Precedent to the Initial Closing Date*) of Schedule 3 (*Conditions Precedent*), it being acknowledged and agreed that the Interim Facility Agent has received all of the documents and evidence referred to in Part 1 (*Conditions Precedent to Signing*) of Schedule 3 (*Conditions Precedent*), and that these are irrevocably satisfied conditions precedent to the making of any Interim Loan). The Interim Facility Agent shall notify the Interim Lenders and the Borrower promptly upon being so satisfied;
 - (ii) no Change of Control having occurred;
 - (iii) no Major Event of Default is continuing;
 - (iv) it has not, since the date on which such Interim Lender first became party to this Agreement, become unlawful in any applicable jurisdiction for such Interim Lender to make, or to allow to have outstanding, that Interim Loan **provided that** such Interim Lender has notified BidCo immediately upon becoming aware of the relevant unlawfulness in accordance with Clause 10.3 (*Illegality*), and **provided that** such unlawfulness alone will not excuse any other Interim Lender from participating in the relevant Interim Loan and will not in any way affect the obligations of any other Interim Lender; and
 - (v) the Minimum Equity Requirement is or will be complied with on the relevant Drawdown Date.

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- (b) Notwithstanding any other provision of any Interim Document, during the Certain Funds Period, none of the Interim Finance Parties shall:
- (i) refuse to participate in or make available any Interim Loan;
 - (ii) cancel an Interim Commitment;
 - (iii) be entitled to take any action to rescind, terminate or cancel this Agreement (or any provision hereof or obligation hereunder) or any Interim Loan or exercise any similar right or remedy or exercise any right of set-off or counterclaim in respect of any Interim Loan;
 - (iv) accelerate any Interim Loan or otherwise demand or require or cause repayment or prepayment of any Interim Loan or enforce (or instruct the Interim Security Agent to enforce) any security under any Interim Security Document;
 - (v) take any other action or make or enforce any claim to the extent that such action, claim or enforcement would directly or indirectly prevent or limit an Interim Loan from being made that would otherwise be permitted; or
 - (vi) make or enforce, or take any other action to 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 9 (*Taxes*), Clause 10 (*Change in Circumstances*), Clause 12 (*Fees and Expenses*) and Clause 13 (*Indemnities*),

unless at any time any of the conditions in paragraphs (a)(ii) to (a)(iv) above are not satisfied (which, in respect of paragraph (a)(iv) 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.

4.2 Override

Notwithstanding any other term of this Agreement or any other Interim Document:

- (a) none of 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) or the Transaction Documents (or, in each case, the actions or intermediate steps necessary to implement any of those steps, actions or events);
- (b) no indebtedness of the Target Group existing on the Initial Closing Date and none of the actions permitted under the Existing Facilities;
- (c) no Permitted Transaction; and
- (d) no Withdrawal Event,

in any case, shall (or shall be deemed to) constitute, or result (whether directly or indirectly) in, a breach of any representation, warranty, undertaking or other term of the Interim Documents or a Major Event of Default, actual or potential, and each such event shall be expressly permitted under the terms of the Interim Documents, including the use of the proceeds of any Interim Loan for any purpose set out in the Structure Memorandum; and

- (e) prior to the Control Date:
 - (i) where Bidco undertakes to procure compliance by members of the Target Group to any term of the Interim Documents or where any term of the Interim

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

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

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

- (a) Each Interim Lender will participate in an Interim Loan in the proportion which its relevant Interim Commitment bears to the aggregate of the relevant Interim Commitments immediately before the making of that Interim Loan.
- (b) No Interim Lender is bound to monitor or verify the drawdown of any Interim Facility nor be responsible for the consequences of such drawdown.
- (c) The obligations of each Interim Finance Party under the Interim Documents are several.
- (d) Failure by an Interim Finance Party to perform its obligations does not affect the obligations of any other Party under the Interim Documents.
- (e) No Interim Finance Party is responsible for the obligations of any other Interim Finance Party under the Interim Documents.
- (f) The rights of an Interim Finance Party under the Interim Documents are separate and independent rights.
- (g) An Interim Finance Party may, except as otherwise stated in the Interim Documents, separately enforce its rights under the Interim Documents.
- (h) A debt arising under the Interim Documents to an Interim Finance Party is a separate and independent debt.

6. DRAWDOWN

6.1 Giving of Drawdown Requests

- (a) The Borrower may borrow an Interim Loan by giving to the Interim Facility Agent a duly completed Drawdown Request. A Drawdown Request may be delivered by a Borrower or by BidCo as Obligors' Agent on behalf of the relevant Borrower and is, once given, irrevocable.
- (b) Unless the Interim Facility Agent otherwise agrees, the latest time for receipt by the Interim Facility Agent of a duly completed Drawdown Request is the Specified Time.
- (c) The Borrower may draw no more than four (4) Interim Term Facility B Loans.

6.2 Completion of Drawdown Requests

- (a) A Drawdown Request for an Interim Loan will not be regarded as having been duly completed unless, the Drawdown Date is a Business Day within the Certain Funds

Period, and the amount of the Interim Loan requested does not exceed the Total Interim Term Facility B Commitments.

- (b) For the avoidance of doubt, each Drawdown Request in respect of a utilisation to be made during the Certain Funds Period shall be considered validly submitted if completed and signed by the Borrower, notwithstanding that all conditions precedent to such utilisations have not been satisfied (and no funding indemnities shall be required in addition to those set out in this Agreement).

6.3 Advance of Interim Loans

- (a) The Interim Facility Agent must promptly notify each Interim Lender of the details of the requested Interim Loan and the amount of its share in that Interim Loan.
- (b) The amount of each Interim Lender's share of an Interim Loan will be equal to the proportion which its relevant available Interim Commitment bears to the aggregate of all of the relevant available Interim Commitments on the proposed Drawdown Date.
- (c) No Interim Lender is obliged to participate in an Interim Loan in respect of a particular Interim Facility if as a result its share in the Interim Loans would exceed its corresponding Interim Commitment in respect of the Interim Facility or that Interim Loan would exceed the aggregate of the Interim Term Facility B Commitments of all the Interim Lenders.
- (d) Each Interim Term Facility B Loan may only be denominated in USD.

7. REPAYMENT AND PREPAYMENT

7.1 Repayment

- (a) The Borrower must repay all outstanding Interim Loans (together with all interest and all other amounts accrued or outstanding under or in connection with the Interim Documents) on the earlier of:
- (i) the date which falls ninety (90) days after the Initial Closing Date (the "**Final Repayment Date**"); and
 - (ii) the date of receipt by the Obligors' Agent of an Acceleration Notice from the Interim Facility Agent (acting on the instructions of the Super Majority Interim Lenders) following the occurrence of a Major Event of Default which is continuing requiring immediate prepayment and cancellation in full of the Interim Facility.
- (b) Subject to Clause 4 (*The Making of the Interim Loans*) above, if a Major Event of Default has occurred and is outstanding the Interim Facility Agent may, and shall if so directed by the Super Majority Interim Lenders, by notice to the Borrower:
- (i) cancel all or any of the Total Interim Commitments hereunder at which time they shall be immediately cancelled; and/or
 - (ii) declare that all or any part of the outstanding Interim Loans together with accrued interest and any other amounts accrued or outstanding under the Interim Documents be immediately due and payable, at which time they shall become immediately due and payable; and/or
 - (iii) declare that all or any part of the outstanding Interim Loans be payable on demand, at which time they shall become immediately due and payable on demand by the Interim Facility Agent; and/or

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- (iv) exercise or direct the Interim Security Agent to exercise all or any of its rights, remedies or discretions under the Interim Security Documents.

Any such notice shall take effect in accordance with its terms.

- (c) Amounts repaid under Interim Term Facility B cannot be redrawn.

7.2 Prepayment

- (a) The Borrower shall prepay the Interim Loans in full, together with all interest and all other amounts accrued or outstanding under or in connection with the Interim Documents substantially simultaneously with the proceeds of any drawing under the Initial Term Facility (as defined in the Commitment Letter).
- (b) The Borrower may prepay the whole or any part of any outstanding Interim Loans, together with accrued but unpaid interest, at any time, on giving one Business Day's prior notice in writing to the Interim Facility Agent.
- (c) Amounts prepaid under Interim Term Facility B cannot be redrawn.

8. INTEREST

8.1 Calculation of interest

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

- (a) the Margin; and
- (b) the Funding Cost for that Interest Period.

8.2 Payment of interest

- (a) The period for which each Interim Loan is outstanding shall be divided into successive interest periods (each an "**Interest Period**"), each of which will start on the expiry of the previous Interest Period or, in the case of the first Interest Period, on the Drawdown Date.
- (b) The Borrower shall select an Interest Period of one (1), two (2), three (3) or four (4) weeks, sixty (60) days, ninety (90) days or any other period ending on the Final Repayment Date (or any other period agreed with the Interim Facility Agent acting on the instructions of all the Interim Lenders) in each Drawdown Request and (in relation to subsequent Interest Periods for the Interim Loans) thereafter no later than 11.00 a.m. one (1) Business Day prior to the applicable the Specified Time. If the Borrower does not select an Interest Period for an Interim Loan, the default Interest Period shall (subject to paragraph (d) below) be four (4) weeks.
- (c) The Borrower must pay accrued interest on each Interim Loan on the last day of each Interest Period and on any date on which that 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, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not), **provided that** no Interest Period will extend beyond the Final Repayment Date.

8.3 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 Facility Agent pay interest on the overdue amount from its due date up to the date of actual payment, both before, on and after judgment. Interest on an overdue amount is payable at a rate determined by the Interim Facility Agent to be two (2) 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 an Interim Loan under the respective Interim Facility.

8.4 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, **provided that** where the relevant Funding Cost in relation to such Interim Loan is ABR based on the Prime Rate, Interest shall be calculated on the basis of the actual number of days elapsed and a 365/366 day year.
- (b) The Interim Facility Agent must promptly notify each relevant Party of the determination of a rate of interest under this Agreement.

8.5 Break Costs

- (a) The Borrower shall promptly following demand by an Interim Finance Party, pay to that Interim Finance Party its Break Costs attributable to all or any part of an Interim Loan or Unpaid Sum being paid by the Borrower on a day other than the last day of an Interest Period for that Interim Loan or Unpaid Sum.
- (b) Each Interim Lender shall, as soon as reasonably practicable after a demand by the Interim Facility Agent, provide a certificate confirming the amount of its Break Costs for any Interest Period in which they accrue.

9. TAXES

9.1 In this Agreement:

“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.

“Qualifying US Interim Lender” in respect of a payment by or in respect of a US Borrower, an Interim Lender to such US Borrower which, as of the date it became a party to this Agreement (or if it subsequently changes its Facility Office, the date on which it changes its Facility Office) is entitled to receive all payments of interest payable to it under this Agreement without deduction or withholding of any US federal income Taxes or US federal backup withholding Taxes.

“US Borrower” means a Borrower that is (or is, for United States federal income tax purposes, disregarded as separate from) a US Person.

“US Person” means any person that is a *“United States person”* as defined in “Section 7701(a)(30) of the Code and includes an entity disregarded as being an entity separate from its owner for US federal income tax purposes if such owner is a *“United States person”*.

“US Tax Form” means, as applicable:

- (a) an IRS Form W-8BEN or W-8BEN-E, as applicable, that either:

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- (i) includes a claim for an exemption from or reduction of US withholding tax under an applicable income tax treaty, with Part II of such W-8BEN (or Part III of such W-8BEN-E, as applicable) completed; or
 - (ii) if such claim for exemption is based on the “*portfolio interest exemption*” is accompanied by a certificate representing that such Interim Lender is not (1) a “*bank*” within the meaning of Section 881(c)(3)(A) of the Code, (2) a “*10 percent shareholder*” of the relevant US Borrower within the meaning of Section 881(c)(3)(B) of the Code, (3) a “*controlled foreign corporation*” described in Section 881(c)(3)(C) of the Code, or (4) conducting a trade or business in the United States with which the relevant interest payments are effectively connected;
- (b) IRS Form W-8ECI;
 - (c) IRS Form W-8EXP;
 - (d) IRS Form W-9; or
 - (e) any other IRS form establishing an exemption from or reduction of withholding of US federal income tax on payments to that person under this Agreement,

which, in each case, may be provided under cover of, if required to establish such an exemption, an IRS Form W-8IMY and the certificate described in paragraph(a)(ii) above in respect of its beneficial owners, if applicable.

Unless a contrary indication appears, in this Clause 9 a reference to determines or determined means a determination made in the discretion of the person making the determination acting reasonably and in good faith.

9.2 Gross-up

- (a) Each Obligor must make all payments under the Interim Documents without any Tax Deduction, unless a Tax Deduction is required by law.
- (b) If the Borrower 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 Agent accordingly. Similarly, an Interim Lender shall promptly notify the Agent on becoming so aware in respect of a payment payable to that Interim Lender if an Interim Lender is not, or ceases to be, a Qualifying US Interim Lender or if there is a change in the rate of withholding tax applicable to a payment payable to that Interim Lender it shall promptly notify the Agent. If the Agent receives any such notification from an Interim Lender it shall promptly notify the Borrower and (if different) the relevant Obligor.
- (c) Subject to the limitations and exclusions herein (including Clause 9.3 (*Exceptions from gross-up*)), if a Tax Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor under an Interim Document shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.
- (d) If an Obligor is required by law to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed by law and in the minimum amount required by law.
- (e) Within thirty (30) days after making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Agent for the relevant Interim Finance Party entitled to the payment evidence reasonably satisfactory to that Interim Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant Tax authority.

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- (f) An Interim Lender and each Obligor which makes a payment to which that Interim Lender is entitled shall co-operate in promptly completing or assisting with the completion of any procedural formalities necessary for that Obligor to obtain authorisation to make that payment without a Tax Deduction and maintain that authorisation where an authorisation expires or otherwise ceases to have effect.
- (g) If:
- (i) a Tax Deduction is required by law in respect of a payment made by or on account of an Obligor to an Interim Lender under an Interim Document;
 - (ii) the relevant Obligor (or the 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
 - (iii) the applicable Obligor is not required to make an increased payment under paragraph (c) above in respect of that Tax Deduction because, based on circumstances existing at the time such Tax Deduction was required to be made, one of the exclusions in this Clause 9 would have applied,

then the Interim Lender that received the payment in respect of which the Tax Deduction should have been made or made at a higher rate undertakes (upon the request of the applicable Obligor) to promptly reimburse that Obligor for the amount of the Tax Deduction that should have been made (and any penalty or interest payable or incurred in connection with any failure to pay or any delay in paying any of the same), but for the avoidance of doubt, excluding any penalty or interest which is attributable to the delay of the relevant Obligor in failing to promptly pay an amount reimbursed by the Interim Lender under this paragraph (g) to the relevant tax authority.

- (h) On or prior to the date on which an Interim Lender or the Interim Facility Agent becomes a party to this Agreement (and from time to time thereafter upon the request of the Obligors' Agent or the Interim Facility Agent, as applicable, or on or before the expiration, obsolescence or invalidity of any previously delivered US Tax Form), such Interim Lender or Interim Facility Agent shall provide to the Obligors' Agent, each US Borrower and the Interim Facility Agent, original, properly completed copies of US Tax Forms. However, no Interim Lender or Interim Facility Agent shall be required to submit any US Tax Form if that Interim Lender or Interim Facility Agent (as applicable) is not legally entitled to do so.
- (i) If any withholding certificate, withholding statement, document, authorisation or waiver provided to the Interim Facility Agent or an Obligor by an Interim Lender pursuant to paragraph (e) above is or becomes materially inaccurate or incomplete, that Interim Lender shall promptly update it and provide such updated withholding certificate, withholding statement, document, authorisation or waiver to the Interim Facility Agent and the Obligor to the extent such Interim Lender is legally entitled to do so. Notwithstanding anything to the contrary, the completion, execution and submission of such documentation (other than any IRS Forms described in the definition of US Tax Forms as of the date hereof, together with any applicable attachments thereto) shall not be required if in the Interim Lender's reasonable judgment such completion, execution or submission would subject such Interim Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Interim Lender.

9.3 Exceptions from gross-up

No Obligor is required to make any increased payment to an Interim Lender under Clause 9.2 (*Gross-up*) by reason of a Tax Deduction if:

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- (a) the Tax Deduction is the result of Taxes described in paragraph 9.4(b)(i) of Clause 9.4 (*Tax indemnity*); or
 - (b) the payment is by or in respect of a US Borrower, the Tax Deduction is on account of US federal tax and:
 - (i) such Tax Deduction is attributable to a withholding tax imposed pursuant to a law that was in effect on the date such Interim Lender became an Interim Lender hereunder or changed its Facility Office, except in each case to the extent that, pursuant to Clause 9.2 (*Gross-up*), amounts with respect to such Tax Deduction were payable either to such Interim Lender's assignor immediately before such Interim Lender became a party hereto or to such Interim Lender immediately before it changed its Facility Office; or
 - (ii) the Obligor making the payment is able to demonstrate such Tax Deduction is the result of, or has been increased by, that Interim Lender's failure to comply with its obligations under paragraph 9.2(h) and/or (i) of Clause 9.2 (*Gross-up*).

9.4 Tax indemnity

- (a) The Borrower shall promptly (and in any case within five Business Days of demand by the Interim Facility Agent) pay (or procure to be paid) to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines (acting reasonably and in good faith) will be or has been suffered for or on account of Tax by that Protected 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 (including 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, or deemed to be, resident for tax purposes;
 - (B) that Interim Finance Party has a permanent establishment to which income under an Interim Document is attributed in respect of amounts received or receivable in that jurisdiction (or in respect of amounts attributed to the permanent establishment on the basis that personnel of the Interim Finance Party are undertaking relevant functions in the jurisdiction where that permanent establishment is located); or
 - (C) that Interim Finance Party's Facility Office is located in respect of amounts received or receivable under the Interim Documents in that jurisdiction,if that Tax is imposed on or calculated by reference to the net income received or receivable by that Interim Finance Party or if that Tax is considered a franchise Tax (imposed in lieu of net income Tax) or a branch profits or similar Tax; or
 - (ii) if and to the extent that a loss or liability or cost:
 - (A) is compensated for by an increased payment under Clause 9.2 (*Gross-up*);
 - (B) would have been compensated for by an increased payment under Clause 9.2 (*Gross-up*) but was not so compensated solely because

one of the exclusions in Clause 9.2 (*Gross-up*) or Clause 9.3 (*Exceptions from gross-up*) applied;

- (C) is compensated for by payment of an amount under Clause 9.6 (*Stamp Taxes*) or Clause 9.9 (*Value added taxes*) or would have been so compensated but was not so compensated solely because one of the exclusions in those Clauses applied;
 - (D) is attributable to any Bank Levy (or any payment attributable to, or liability arising as a consequence of any Bank Levy); or
 - (E) relates to a FATCA Deduction required to be made by a Party.
- (c) A Protected Party making, or intending to make a claim under paragraph (a) above shall promptly notify the Interim Facility Agent on become aware of the event which has given, or will give, rise to the claim, following which the Interim Facility Agent shall notify BidCo.

9.5 Tax Credit

If an Obligor pays an additional amount under Clause 9.2 (*Gross-up*) or a payment under Clause 9.4 (*Tax indemnity*) (a "**Tax Payment**") and an Interim Finance Party determines in its sole discretion (acting reasonably and in good faith) that: (i) a Tax Credit or similar Tax benefit is attributable either to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and (ii) that Interim Finance Party and/or an Affiliate has obtained and utilised that Tax Credit or similar Tax benefit either on a standalone or an affiliated basis, the Interim Finance Party and/or the applicable Affiliate shall pay an amount to the Obligor which that Interim Finance Party determines, acting reasonably and in good faith will leave it or an Affiliate (after that payment) 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.

9.6 Stamp Taxes

The Borrower shall pay (or procure to be paid), and within five Business Days of demand, indemnify (or procure to be indemnified) each Interim Finance Party against all losses which that Interim Finance Party suffers or incurs in relation to any stamp duty, registration or other similar Tax payable in respect of any Interim Document, except (A) any such Tax payable in respect of an assignment, novation, transfer or Sub-Participation or sub-contract of an Interim Loan (or part thereof) by that Interim Finance Party or other disposal of an Interim Finance Party's rights or obligations under an Interim Document (other than a transfer under Clause 21.2(q)) or (B) pursuant or to the extent that such stamp duty, registration or other similar Tax becomes payable upon a voluntary registration made by any Party if such registration is not required by any applicable law or not necessary to evidence, prove, maintain, enforce, compel or otherwise assert the rights of such Party or obligations of any Party under an Interim Document.

9.7 Interim Lender Status Confirmation

- (a) Each Interim Lender which becomes a Party to this Agreement after the date of this Agreement shall indicate, in the Transfer Certificate which it executes on becoming a Party which of the following categories it falls in:
 - (i) not a Qualifying US Interim Lender; or
 - (ii) a Qualifying US Interim Lender.
- (b) If a New Interim Lender fails to indicate its status in accordance with this Clause 9.7 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 US Interim Lender until such time

as it notifies the Interim Facility Agent which category applies (and the Interim Facility Agent, upon receipt of such notification, shall inform the relevant Borrower).

- (c) For the avoidance of doubt, a Transfer Certificate shall not be invalidated by any failure of an Interim Lender to comply with this Clause 9.7.
- (d) Each Original Interim Lender (by executing this Agreement) and each New Interim Lender (by executing the applicable Transfer Certificate), represent and warrant to each Obligor that, based upon information available on the date it becomes a Party, that it or its branch or Affiliate will be permitted to carry out all of that Interim Lender's lending and other obligations under the Interim Documents in all jurisdictions in which the Borrower under the Interim Facility in respect of which it is an Interim Lender is or may be incorporated from time to time, either pursuant to its (or its branch or Affiliate's) continued authorisation as an EEA Credit Institution under CRD IV or by virtue of its (or its branch or Affiliate) having obtained all necessary authorisations (if any) required under all applicable laws and regulations in each such jurisdiction.

9.8 Tax affairs

Nothing in this Agreement will:

- (a) interfere with the right of any Interim Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (b) oblige any Interim Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- (c) oblige any Interim Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

9.9 Value added taxes

- (a) All amounts expressed to be payable under an Interim Document by a Party to any Interim Finance Party which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply. Subject to paragraph (c) below, if VAT is or becomes chargeable on any supply made by any Interim Finance Party to any Party under an Interim Document and such Interim Finance Party is required to account to the relevant tax authority for the VAT, the Party must pay to the Interim Finance Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of that VAT. Such Interim Finance Party shall promptly provide an appropriate VAT invoice to such Party.
- (b) Where an Interim Document requires any Party to reimburse or indemnify an Interim Finance Party for any costs or expenses, that Party shall also reimburse or indemnify (as the case may be) such Interim Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such Interim Finance Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.
- (c) 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 such supply to the Supplier (rather than being required to reimburse the Recipient in respect of that consideration):
 - (i) (where the Supplier is required to account to the relevant tax authority for the VAT) the Relevant Party shall also pay to the Supplier (at the same time as paying that amount) an amount equal to the amount of such VAT. The

Recipient must (where this paragraph (i) applies) promptly pay to the Relevant Party an amount equal to any credit or repayment received by the Recipient from the relevant tax authority which the Recipient reasonably determines is in respect of such VAT; and

- (ii) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Relevant Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.
- (d) Any reference in this Clause 9.9 to any Party shall, at any time when such Party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term “**representative member**” to have the same meaning as in the United Kingdom Value Added Tax Act 1994 or in the relevant legislation of any other jurisdiction having implemented Council Directive 2006/112/EC on the common system of VAT or such equivalent concept as may be provided under equivalent legislation of another jurisdiction).
- (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.

9.10 FATCA Deduction

- (a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.
- (b) Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction) notify the Party to whom it is making the payment and, in addition, shall notify BidCo, the Interim Facility Agent and the other Interim Finance Parties.

9.11 FATCA Information

- (a) Subject to paragraph (c) below, each Party shall, within ten 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; and
 - (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 law, regulation or exchange of information regime.

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- (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 Interim Finance Party to do anything, and paragraph (a)(iii) shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:
 - (i) any law or regulation;
 - (ii) any fiduciary duty; or
 - (iii) any duty of confidentiality.
 - (d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraph (a)(i) or (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. CHANGE IN CIRCUMSTANCES

10.1 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 an Interim Finance Party becomes party to this Agreement, or compliance with any law, regulation or treaty made after the date on which an Interim Finance Party 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 (d) below):
 - (i) the Claiming Party will notify the Borrower and the Interim Facility Agent of the circumstances giving rise to that Increased Cost as soon as reasonably practicable after becoming aware of it and will as soon as reasonably practicable after a demand by the Agent provide a certificate confirming the amount of that Increased Cost with appropriate supporting evidence; and
 - (ii) within five (5) Business Days of demand by the Claiming Party, the Borrower will pay to the Claiming Party the amount of any Increased Cost incurred by it (or any Affiliate of it).
- (b) The Borrower will not be obliged to compensate any Claiming Party under paragraph (a) above in relation to any Increased Cost:
 - (i) compensated for by payment under Clause 9 (*Taxes*) or would have been so compensated but for one of the exclusions in Clause 9.3 (*Exceptions from gross-up*), Clause 9.4 (*Tax indemnity*), Clause 9.6 (*Stamp Taxes*) or Clause 9.9 (*Value added taxes*);
 - (ii) attributable to a material breach by the Claiming Party of any law, regulation or treaty; or
 - (iii) attributable to a Tax Deduction required by law to be made by an Obligor;
 - (iv) attributable to a FATCA Deduction required to be made by a Party;

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- (v) attributable to any Bank Levy (or any payment attributable to, or liability arising as a consequence of, a Bank Levy);
- (vi) attributable to the implementation or application or compliance with the **“International Convergence of Capital Measurement and Capital Standards, a Revised Framework”** published by the Basel Committee in June 2004 in the form existing on the date of this Agreement (**“Basel II”**) or any other law or regulation which implements Basel II (whether such implementation, application or compliance is by a government, regulator, an Interim Finance Party or any of its Affiliates); or
- (vii) attributable to the implementation or application or compliance with the Basel III Standards, Basel IV or CRD IV to the extent the relevant Interim Finance Party was aware of (or could reasonably be expected to have been aware of) that Increased Cost as at the date of this Agreement or, if later, the date it became a Party.
- (c) If any Affiliate of an Interim Finance Party suffers a cost which would have been recoverable by that Interim Finance Party under this Clause 10.1 if that cost had been imposed on that Interim Finance Party, that Interim Finance Party shall be entitled to recover the amount of that cost under this paragraph on behalf of the relevant Affiliate.

(d) In this Agreement:

“Basel III Standards” means the Basel Committee on Banking Supervision’s (the **“Committee”**) revised rules relating to capital requirements, a leverage ratio and liquidity standards set out in **“Basel III: A global regulatory framework for more resilient banks and banking systems”**, **“Guidance for national authorities operating the countercyclical capital buffer”** and **“Basel III: International framework for liquidity risk measurement, standards and monitoring”** published by the Committee in December 2010, each as amended, supplemented and/or restated, **“Revisions to the Basel II market risk framework”** published by the Committee in February 2011, 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 Committee in November 2011, as amended, supplemented or restated, and any further guidance or standards published by the Committee in connection with these rules; and

“Basel IV” means any guidelines and standards published by the Basel Committee on Banking Supervision regarding capital requirements, leverage ratio and liquidity standards applicable to banks, following the Basel III Standards; and

“CRD IV” means EU CRD IV and UK CRD IV.

“EU CRD IV” means:

- (i) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms; and
- (ii) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms.

“Increased Cost” means:

- (i) an additional or increased cost;
- (ii) a reduction in any amount due, paid or payable to the Claiming Party under any Interim Document; or

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- (iii) a reduction in the rate of return on the Claiming Party's (or its Affiliate's) overall capital,
 - (iv) 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.

"UK CRD IV" means:

- (i) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**Withdrawal Act**");
- (ii) the law of the United Kingdom or any part of it, which immediately before IP completion day (as defined in the European Union (Withdrawal Agreement) Act 2020) implemented Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC and its implementing measures; and
- (iii) direct EU legislation (as defined in the Withdrawal Act), which immediately before IP completion day (as defined in the European Union (Withdrawal Agreement) Act 2020) implemented EU CRD IV as it forms part of domestic law of the United Kingdom by virtue of the Withdrawal Act.

10.2 Mitigation

- (a) If circumstances arise which entitle an Interim Finance Party:
 - (i) to receive payment of an amount under Clause 9 (*Taxes*); or
 - (ii) to demand payment of any amount under Clause 10.1 (*Increased Costs*); or
 - (iii) to require cancellation or prepayment to it of any amount under Clause 10.3 (*Illegality*) (including for the avoidance of doubt if an Interim Finance Party is not obliged to fund in circumstances where paragraph (iii) of Clause 4 (*The Making of the Interim Loans*) applies),

then that Interim Finance Party will, at the request of the Borrower, 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 rights and obligations under the Interim Documents for cash at par plus all accrued and unpaid interest and all other amounts outstanding (if any) to another bank, financial institution or other person nominated for such purpose by the Borrower).

- (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 reasonably) to be unlawful or to have an adverse effect on its business, operations or financial condition (other than any minor costs and expenses of an administrative or similar nature) or breach its banking policies or require it to disclose any confidential information.
- (c) The Borrower shall, within five Business Days of demand by the relevant Interim Finance Party, indemnify (or procure to be indemnified) such Interim Finance Party for any costs or expenses reasonably incurred by it as a result of taking any steps or action under this paragraph.

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- (d) This paragraph does not in any way limit, reduce or qualify the obligations of the Obligors under the Interim Documents.

10.3 Illegality

If after the date of this Agreement (or, if later, the date the relevant Interim Lender becomes a Party) it becomes unlawful in any applicable jurisdiction for an Interim Lender to participate in the Interim Facility, maintain its Interim Commitment or perform any of its obligations under any Interim Documents, then:

- (a) that Interim Lender shall promptly so notify the Interim Facility Agent and the relevant Borrower;
- (b) upon such notification to the relevant Borrower, that Interim Lender's Interim Commitment will be cancelled on the date specified by that Interim Lender 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) to the extent necessary to cure the relevant illegality or (save for in circumstances where it would be illegal for the relevant Interim Loan to remain in place) at BidCo's request, the relevant Interim Lender's Interim Commitment shall be transferred to another person pursuant to paragraph (o) of Clause 21.2 (*Transfers by Interim Lenders*); and
- (c) to the extent that Interim Lender's participation has not been transferred pursuant to paragraph (o) of Clause 21.2 (*Transfers by Interim Lenders*), that Interim Lender's corresponding Interim Commitment(s) shall be cancelled and the Borrower shall prepay (as applicable) that Interim Lender's participation in the Interim Loans made to that Borrower, in each case, on the last day of the Interest Period for each Interim Loan occurring after the Interim Facility Agent has notified the relevant Borrower or, if earlier, the date specified by the Interim Lender in the notice delivered to the Interim Facility Agent (being no earlier than the last day of any applicable grace period permitted by law).

10.4 Changes to Published Rates

- (a) If:
- (i) a Published Rate Replacement Event has occurred in relation to any Published Rate for a currency which can be selected for an Interim Loan; or
- (ii) Bidco otherwise requests any amendment or waiver to provide for an additional or alternative benchmark rate, base rate or reference rate to apply in respect of any Interim Facility (or any related, similar or equivalent matter), including, without limitation, any amendment or waiver in relation to (A) the definition of a Published Rate, (B) an alternative or additional page, service or method for the determination of a Published Rate, (C) aligning any term of an Interim Document to the use of an alternative or additional benchmark rate, base rate or reference rate, (D) adjustments in connection with the basis, duration, time and periodicity for determination of an alternative or additional benchmark rate, base rate or reference rate for any period and (E) any other consequential, related and/or incidental changes,

any amendment or waiver which relates to:

- (A) providing for the use of a Replacement Benchmark;
- (B) aligning any provision of any Interim Document to the use of a Replacement Benchmark;

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- (C) enabling a Replacement Benchmark to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable a Replacement Benchmark to be used for the purposes of this Agreement);
 - (D) implementing market conventions applicable to a Replacement Benchmark;
 - (E) providing for appropriate fallback (and market disruption) provisions for a Replacement Benchmark;
 - (F) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of a Replacement Benchmark (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall (if Bidco so elects in its sole discretion) be determined on the basis of that designation, nomination or recommendation); or
 - (G) any other matter requested by Bidco pursuant to paragraph (ii) above (including, for the avoidance of doubt, any changes that Bidco proposes as necessary or desirable in connection with and/or to facilitate the implementation and use of any Replacement Benchmark), may be made with the consent of the Interim Facility Agent (acting on the instructions of the Majority Interim Lenders or, where applicable, in accordance with paragraph (b) below) and Bidco.

11. PAYMENTS

11.1 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 Facility Agent) under an Interim Document, such Party shall pay, in the required currency, the amount required to the Interim Facility Agent, for value on the due date at such time and in such funds as the Interim Facility Agent may specify to the Party concerned as being customary at that time for settlement of transactions in the relevant currency in the place of payment. All such payments shall be made to the account specified by the Interim Facility Agent for that purpose in the principal financial centre of the country of that currency (or, in relation to euro, in a principal financial centre in such Participating Member State or London, as specified by the Interim Facility Agent).
- (b) Each payment received by the Interim Facility Agent under the Interim Documents for another Party shall, subject to paragraphs (c) and (d) below and to Clause 15.11 (*Clawback*), be made available by the Interim Facility Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of an Interim Lender, for the account of its Facility Office), to such account as that Party may notify to the Interim Facility Agent by not less than five Business Days' notice with a bank in the principal financial centre of the country of that currency (or, in relation to euro, in a principal financial centre in such Participating Member State or London, as specified by that Party).
- (c) The Interim Facility Agent may (with the consent of BidCo or in accordance with Clause 17 (*Set Off*)) apply any amount received by it for an Obligor in or towards payment (as soon as practicable after receipt) of any amount then due and payable by that Obligor 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 (but, in the case of amounts received by it for an Obligor, only with the consent of the Obligor or in accordance with Clause 17 (*Set Off*)) 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.

11.2 Currency of payment

- (a) Subject to paragraphs (b) to (e) (inclusive) below, any amount payable by an Obligor under the Interim Documents shall be paid in the same currency as the amount which has been utilised.
- (b) Each payment in respect of losses shall be made in the currency in which the losses were incurred.
- (c) Each repayment of an advance or payment of interest thereon shall be made in the currency of the advance.
- (d) Each payment under Clause 9 (*Taxes*) or 10.1 (*Increased Costs*) shall be made in the currency specified by the Interim Finance Party making the claim.
- (e) Any amount expressed in the Interim Documents to be payable in a particular currency shall be paid in that currency.

11.3 No set-off or counterclaim

All payments made or to be made by an Obligor under the Interim Documents must be paid in full without set-off or counterclaim.

11.4 Business Days

- (a) 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.

11.5 Change in currency

- (a) 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 Facility Agent (after consultation with the Borrower and the Interim Lenders); and
 - (ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank of that country for the conversion of that currency or currency unit into the other, rounded up or down by the Interim Facility Agent (acting reasonably).
- (b) If a change in any currency of a country occurs, the Interim Documents will, to the extent the Interim Facility Agent (acting reasonably and after consultation with BidCo) specifies is necessary, be amended to comply with any generally accepted conventions and market practice in any relevant interbank market and otherwise to reflect the change in currency. The Interim Facility Agent will notify the other Parties to the relevant Interim Documents of any such amendment, which shall be binding on all the Parties.

11.6 Application of moneys

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- (a) If the Interim Facility Agent receives a payment that is insufficient to discharge all amounts then due and payable by an Obligor under any Interim Document, the Interim Facility Agent shall apply that payment towards the obligations of an Obligor under the Interim Documents in the following order:
- (i) **first**, in payment pro rata of any fees, costs and expenses of the Agents and the Arrangers due but unpaid under the Interim Documents;
 - (ii) **second**, in payment pro rata of any fees, costs and expenses of the Interim Lenders, due but unpaid under the Interim Documents;
 - (iii) **third**, in payment pro rata of any accrued interest in respect of the Interim Facility, due but unpaid under the Interim Documents;
 - (iv) **fourth**, in payment pro rata of any principal in respect of the Interim Facility, due but unpaid under the Interim Documents; and
 - (v) **fifth**, in payment pro rata of any other amounts due but unpaid under the Interim Documents.
- (b) The Interim Facility 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 Facility Agent will override any appropriation made by an Obligor.
- (d) Any amount recovered under the Interim Security Documents will be paid to the Interim Facility Agent to be applied as set out in paragraph (a) above.

12. FEES AND EXPENSES

12.1 Costs and expenses

The Borrower must pay (or procure to be paid) to the Interim Facility Agent, within 30 days of a written request therefor (together with backup documentation supporting such reimbursement request), for the account of the Interim Finance Parties the amount of all documented out-of-pocket expenses (but limited (i) in respect of legal fees and expenses, to the reasonable and documented out-of-pocket fees, disbursements and other charges of one counsel to the Interim Finance Parties taken as a whole and, if necessary, of one local counsel in any relevant material jurisdiction and, solely in the case of an actual conflict of interest, one additional counsel in each relevant material jurisdiction and (ii) in the case of any other advisors or professionals, solely to the extent consented to by the Borrower in its sole discretion) reasonably incurred by them or any of their Affiliates in connection with the negotiation, preparation, printing, execution and perfection of any Interim Document and other documents contemplated by the Interim Documents executed after the date of this Agreement, **provided that** if the Interim Facility are not drawn no such costs and expenses will be payable (other than reasonable legal costs up to a cap separately agreed in writing).

12.2 Enforcement costs

The Borrower must pay (or procure to be paid) to each Interim Finance Party and each Interim Secured Party, within 30 days of a written request therefor, the amount of all costs and expenses (including reasonable legal fees) incurred by it in connection with the enforcement of, or the preservation of any rights under, any Interim Document.

12.3 Other Fees

The Borrower will pay (or procure to be paid) the Interim Finance Parties' fees in accordance with the relevant Interim Fee Letter.

12.4 Amendment Costs

The Borrower shall, within 30 days of a written request therefor (together with backup documentation supporting such reimbursement request), for the account of the Interim Finance Parties the amount of all documented out-of-pocket expenses (but limited in respect of legal fees and expenses, to the reasonable and documented out-of-pocket fees, disbursements and other charges of one counsel to the Interim Finance Parties taken as a whole and, if necessary, of one local counsel in any relevant material jurisdiction and, solely in the case of an actual conflict of interest, one additional counsel in each relevant material jurisdiction) in connection with responding to, evaluating, negotiating or complying with any amendment, waiver or consent requested or required by an Obligor, **provided that** if the Interim Facility is not drawn no such costs and expenses will be payable (other than in respect of legal fees and expenses, the reasonable and documented out-of-pocket fees, disbursements and other charges of one counsel to the Interim Finance Parties taken as a whole and, if necessary, of one local counsel in any relevant material jurisdiction and, solely in the case of an actual conflict of interest, one additional counsel in each relevant material jurisdiction).

12.5 No deal/no fee

Notwithstanding any other provision of the Interim Documents, no fees, commissions, costs or expenses (other than reasonable and documented out of pocket legal costs up to a cap separately agreed in writing) will be payable unless the Initial Closing Date occurs.

13. INDEMNITIES

13.1 General indemnity

The Borrower shall indemnify (or procure to be indemnified) each Interim Finance Party within 30 days after written demand therefor (together with backup documentation supporting such reimbursement request) against any loss or liability (not including loss of future Margin or other future interest) which that Interim Finance Party incurs as a result of:

- (a) the occurrence of any Major Event of Default;
- (b) the operation of Clause 16 (*Pro Rata Payments*);
- (c) any failure by an 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; or
- (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,

including any loss on account of funds borrowed, contracted for or utilised to fund any Interim Loan or amount payable under any Interim Document.

13.2 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,

then that Obligor will, as an independent obligation, within 30 days after written demand therefor (together with backup documentation supporting such reimbursement request) indemnify the relevant Interim Finance Party for any loss or liability incurred by it as a result.

- (b) Any conversion required will be made by the relevant Interim Finance Party 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 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.

13.3 Indemnity to the Interim Facility Agent

- (a) Each Obligor jointly and severally shall indemnify the Interim Facility Agent against any cost, loss or liability incurred by the Interim Facility Agent (acting reasonably) as a result of:
 - (i) investigating any event which it reasonably believes is a Major Event of Default;
 - (ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
 - (iii) instructing lawyers, accountants, tax advisors, surveyors or other professional advisors or experts as permitted under this Agreement; and
 - (iv) any cost, loss or liability incurred by the Interim Facility Agent (otherwise than by reason of the Interim Facility Agent's fraud, gross negligence or wilful misconduct) in acting as Interim Facility Agent under the Interim Documents.
- (b) The indemnity obligations set out in this Clause 13.3 shall survive the termination of this Agreement to the extent relating to any action, circumstance or event giving rise to such indemnity obligation which occurred prior to such termination.

13.4 Indemnity to the Interim Security Agent

- (a) Each Obligor jointly and severally shall promptly indemnify the Interim Security Agent and every Receiver and Delegate against any cost, loss or liability incurred by any of them as a result of:
 - (i) any failure by the Borrower to comply with its obligations under Clause 12 (*Fees and Expenses*);
 - (ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
 - (iii) the taking, holding, protection or enforcement of the Interim Security;

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- (iv) 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;
 - (v) any default by an Obligor in the performance of any of the obligations expressed to be assumed by it in the Interim Documents; or
 - (vi) any cost, loss or liability incurred by the Interim Security Agent (otherwise than by reason of the Interim Security Agent's fraud, gross negligence or wilful misconduct) in acting as Interim Security Agent under the Interim Documents.
- (b) The Interim Security Agent may, in priority to any payment to the Interim Finance Parties, indemnify itself out of the Charged Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this Clause 13.4 and shall have a lien on the Interim Security and the proceeds of the enforcement of the Interim Security for all monies payable to it.
 - (c) The indemnity obligations set out in this Clause 13.4 shall survive the termination of this Agreement to the extent relating to any action, circumstance or event giving rise to such indemnity obligation which occurred prior to such termination.

14. SECURITY AND GUARANTEE

14.1 Interim Security Agent

The Interim Security Agent declares that it shall hold any Interim Security on trust for the Interim Finance Parties on the terms contained in this Agreement and in accordance with applicable law, and will apply all payments and other benefits received by it under the Interim Security Documents in accordance with the Interim Documents.

14.2 Responsibility

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

- (a) any failure in registering, perfecting or otherwise 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.

14.3 Title

- (a) The Interim Security Agent may accept, without enquiry, the title (if any) any person granting the relevant security may have to any asset over which security is intended to be created by any Interim Security Document.
- (b) The Interim Security Agent has no obligation to insure any such asset or the interests of the Interim Finance Parties in any such asset.

14.4 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 security 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.

14.5 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 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.

14.6 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.

14.7 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) 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.
- (c) The Interim Security shall be enforced by the Interim Security Agent for the account of the Interim Finance Parties. To the extent that any Interim Security subject to this Agreement is not held by the Interim Security Agent but by an Interim Finance Party, then such Interim Security shall be enforced through the Interim Security Agent on behalf of the Interim Finance Party in accordance with the terms of this Agreement and the relevant Interim Security Document as if that Interim Security had been held by the Interim Security Agent. Subject to Clause 7.1 (*Repayment*) the Interim Security may only be enforced with the agreement of the Super Majority Interim Lenders and subject to applicable limitations set out therein.
- (d) On any enforcement of any Interim Security and notwithstanding any other term of this Agreement, the proceeds of such enforcement (along with all other amounts from time to time received or recovered by the Interim Security Agent in its capacity as such following an Acceleration Notice given to the Borrower and/or enforcement of any Interim Security) shall first be applied in paying the costs and expenses of such enforcement and thereafter be applied in the manner set out in Clause 11.6 (*Application of moneys*).

14.8 Turnover by the Interim Lenders

If at any time prior to the repayment in full of all amounts owed to the Interim Lenders, any Interim Lender receives or recovers:

- (a) any payment or distribution of, or on account of or in relation to, any of the amounts owed to the Interim Lenders which is either not permitted by this Agreement to be made to such Interim Lender or not made in accordance with Clause 11.6 (*Application of moneys*);
- (b) notwithstanding paragraph (a), any amount:
 - (i) on account of, or in relation to, any of the amounts owed to the Interim Lenders:

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- (A) following the service of an Acceleration Notice; or
 - (B) as a result of any other litigation or proceedings against an Obligor (other than after the occurrence of any Major Event of Default as described at Paragraph 7 (*Insolvency proceedings*) of Part 3 (*Major Events of Default*) of Schedule 4 (*Major Representations, Major Undertakings and Major Events of Default*)); or
- (ii) by way of set-off in respect of any of the amounts owed to it after the service of an Acceleration Notice;
- (c) the proceeds of any enforcement of any Interim Security except in accordance with Clause 14.7 (*Enforcement of Interim Security Documents*); or
 - (d) any distribution in cash or in kind or payment of, or on account of or in relation to, any of the amounts owed to the Interim Lenders under this Agreement which is not in accordance with Clause 14.7 (*Enforcement of Interim Security Documents*) and which is made as a result of, or after, the occurrence of any Major Event of Default as described at paragraph 7 (*Insolvency proceedings*) of Part 3 (*Major Events of Default*) of Schedule 4 (*Major Representations, Major Undertakings and Major Events of Default*),

that Interim Lender will hold all amounts received or recovered in accordance with the above paragraphs on trust for the Interim Security Agent and promptly pay that amount to the Interim Security Agent for application in accordance with the terms of this Agreement. If for any reason the trusts expressed to be created in this Clause should fail or be unenforceable, the affected person shall promptly pay an amount equal to the relevant receipt or recovery to the Interim Security Agent to be held on trust by the Interim Security Agent for application in accordance with Clause 14.7 (*Enforcement of Interim Security Documents*).

14.9 Release of security

- (a) If:
 - (i) a disposal to a person or persons outside the Group of any asset over which security has been created by any Interim Security Document is:
 - (A) being effected at the request of the Super 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; or
 - (iii) there is a disposal of any asset over which security has been created by any Interim Security Document and which is permitted or not prohibited by the Interim Documents (but excluding any disposals specified in paragraph (i) above),

the Interim Security Agent is irrevocably authorised to execute on behalf of each Interim Finance Party and each person which has granted the relevant security (and at the cost of the Borrower) the releases referred to in paragraph (b) below.

- (b) The releases referred to in paragraph (a) above are:
 - (i) any release of the security created by the Interim Security Documents over that asset; and

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- (ii) if that asset comprises all of the shares in the capital of any Group Company (or any direct or indirect holding company of any Group Company) held by any other Group Company, a release of that Group Company (or any direct or indirect holding company of any Group Company) and its Subsidiaries from all present and future liabilities (both actual and contingent and including any liability to any other Group Company under the Interim Documents by way of contribution or indemnity) (but, except in the circumstances referred to in paragraph (a)(i)(A) or (B) or above, not as a borrower) under the Interim Documents and a release of all Security Interests granted by that Group Company (or any direct or indirect holding company of any Group Company) and its Subsidiaries under the Interim Security Documents.
 - (c) In the case of paragraphs (a)(i)(A) or (B) above, the net cash proceeds of the disposal must be applied in accordance with Clause 14.7 (*Enforcement of Interim Security Documents*).
 - (d) If the Interim Security Agent is satisfied that a release is allowed under this paragraph, each Interim Finance Party must execute (at the cost of the Borrower) any document which is reasonably required to achieve that release. Each other Interim Finance Party irrevocably authorises the Interim Security Agent to execute any such document. Any release will not affect the obligations of any other Group Company under the Interim Documents.
 - (e) If the Interim Security Agent is satisfied that a release is allowed under this Clause 14.9, each Interim Finance Party and each Obligor must execute (at the cost of the Borrower) any document which is reasonably required to achieve that release. Each other Interim Finance Party and each Obligor irrevocably authorises the Interim Security Agent to execute any such document. Any release will not affect any other right of the Interim Finance Parties under the Interim Documents.

14.10 Guarantee

Each Guarantor guarantees the Interim Facility on the terms set out in Schedule 5 (*Guarantee*).

15. AGENTS AND ARRANGERS

15.1 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 (and in the case of the Interim Security Agent to act as its trustee for the purposes of the Interim Security Documents);
 - (ii) to execute and deliver on its behalf such of the Interim Documents and any other document related to the Interim Documents as are expressed to be executed by such Agent on its behalf;
 - (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; 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:

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- (i) (other than the Interim Facility 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 letter 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 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.

15.2 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 BidCo for that Interim Finance Party under any Interim Document.
- (c) If an Agent receives notice from a Party referring to this Agreement, describing a Major Event of Default and stating that the circumstance described is a Major Event of Default, it shall promptly notify each Interim Finance Party.
- (d) 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 or the Super Majority Interim Lenders (as applicable) and any such instructions shall be binding on all the Interim Finance Parties;
 - (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.
- (e) 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.

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- (f) The Interim Facility Agent shall provide to the Borrower (i) within two Business Days of a request by the Borrower (at any reasonable time, but no more frequently than once per calendar month), a list (which may be in electronic form) and which shall be conclusive absent manifest error setting out the names and addresses of the Interim Lenders as at the date of that request, their respective Interim Commitments (including principal and stated interest) and (ii) as soon as reasonably practicable following a request by the Borrower (at any reasonable time, but no more frequently than once per calendar month), any such other information required by the Borrower so that the Interim Loans shall be considered to be “in registered form” under Section 5f.103-1(c) of the U.S. Treasury regulations (the “Register”). For the avoidance of doubt, the Register shall be maintained by the Interim Facility Agent, acting solely for this purpose as an agent of the Borrower, in a manner such that the Interim Loans hereunder shall be considered to be “in registered form” under Section 5f.103-1(c) of the U.S. Treasury regulations.

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

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- (k) accept without enquiry (and has no obligation to check) any title which an 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.

15.4 Exoneration of the Arrangers and the Agents

None of the Arrangers or the Agents are:

- (a) 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 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 to an Interim Document 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) 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);
- (i) 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 gross negligence or wilful misconduct; or

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- (j) under any obligation to enquire into or check the title of an 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.

15.5 The Arrangers and the Agents individually

- (a) If it is an Interim Lender, each of the Arrangers and 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 Arrangers or an Agent.
- (b) Each of the Arrangers and the Agents 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 (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 an Obligor or any other Group Company (or Affiliate of an Obligor 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, each of the Arrangers in its capacity as such has no obligation or duty of any kind to any other Party under or in connection with any Interim Document.

15.6 Communications and information

- (a) All communications to an Obligor (or any Affiliate of an Obligor) 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 Facility Agent. Each Interim Finance Party will notify the Interim Facility Agent of, and provide the Interim Facility Agent with a copy of, any communication between that Interim Finance Party and that Obligor (or Affiliate of that Obligor) on any matter concerning the 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 department (the "**Other Divisions**"). Any information relating to any Group Company acquired by any of the Other Divisions of an Agent or which in the opinion of that Agent is acquired by it otherwise than in its capacity as Agent under the Interim Documents may be treated by it as confidential and will not be treated as information available to the other Interim Finance Parties.

15.7 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 of any risks arising under or in connection with any Interim Document, and has not relied, and will not at any time rely, on any Arranger or any Agent:
 - (i) to assess the adequacy, accuracy or completeness of any information (whether oral or written) provided by or on behalf of an Obligor or any Group Company under or in connection with any Interim Document (whether or not

that information has been or is at any time circulated to it by an Arranger or an Agent), or any document delivered pursuant thereto, including any contained in the Reports or the transactions contemplated thereby;

- (ii) to assess the assets, business, financial condition or creditworthiness of any Obligor, the Group or any other person; or
 - (iii) to assess the validity, legality, adequacy, accuracy, completeness, enforceability or admissibility in evidence of any Interim Document or any document delivered pursuant thereto.
- (b) This Clause 15.7 is without prejudice to the responsibility of an Obligor for the information supplied by it or on its behalf under or in connection with the Interim Documents and that 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 Clause 15.7 in accordance with the Contracts (Rights of Third Parties) Act 1999 but subject to the terms of Clause 23.5 (*Third Party Rights*).
- (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.

15.8 Know your customer

Nothing in this Agreement shall oblige the Interim Facility 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 Facility 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 Facility Agent or the Arrangers.

15.9 Agents' indemnity

- (a) Each Interim Lender shall on demand indemnify each Agent for its share of any 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 loss or liability is incurred as a result of the relevant Agent's gross negligence or wilful misconduct.
- (b) An Interim Lender's share of any such loss or liability shall be the proportion which:
- (i) that Interim Lender's participation in the outstanding Interim Loan bears to the outstanding Interim Loan at the time of demand; or
 - (ii) if there is no outstanding Interim Loan at that time, that Interim Lender's Interim 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 15.9 are without prejudice to any obligations of the Obligors to indemnify the Agents under the Interim Documents and shall survive the termination of this Agreement to the extent relating to any action, circumstance or event giving rise to such indemnity obligation which occurred prior to such termination.

15.10 Role of the Interim Security Agent

- (a) The Interim Security Agent shall administer the Interim Security Documents (and where appropriate hold the benefit of the Interim Security Documents on trust) 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) 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.
- (c) 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.
- (d) 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 (and whether or not expressly in the names of the Interim Finance Parties) on its behalf.
- (e) 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.
- (f) Each Interim Finance Party (other than the Interim Security Agent) irrevocably authorises and grants powers of attorney to the Interim Security Agent to realise such Interim Security Documents in accordance with the terms thereof and agrees not to independently enforce or exercise any rights or powers arising under the Interim Security Documents except through the Interim Security Agent and in accordance with the Interim Documents.

15.11 Clawback

- (a) Where a sum is to be paid to the Agent under the Interim Documents for another Party, the Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.
- (b) If the Agent pays an amount to another Party and it proves to be the case that the Agent had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Agent shall on demand refund the same to the Agent together with interest on that amount from the date of payment to the date of receipt by the Agent, calculated by the Agent to reflect its cost of funds.

16. PRO RATA PAYMENTS

16.1 Recoveries

Subject to Clauses 14.7 (*Enforcement of Interim Security Documents*) and 16.3 (*Exceptions to sharing*), if any amount owing by any Group Company 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 Facility Agent in accordance with Clause 11 (*Payments*) (the amount so discharged being a "**Recovery**") then:

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- (a) within three Business Days of receipt of the Recovery, the Recovering Interim Lender shall notify details of such Recovery to the Interim Facility Agent;
 - (b) the Interim Facility Agent shall determine whether the amount of the Recovery is in excess of the amount which such Recovering Interim Lender should have received had such amount been paid to the Interim Facility Agent under Clause 11 (*Payments*) (any such excess amount being the “**Excess Recovery**”);
 - (c) within three Business Days of demand the Recovering Interim Lender shall pay to the Interim Facility Agent an amount equal to the Excess Recovery;
 - (d) the Interim Facility Agent shall treat that payment as if it was a payment made by an Obligor to the Interim Lenders under Clause 11 (*Payments*) and distribute it to the Interim Lenders (other than the Recovering Interim Lender) accordingly; and
 - (e) the Recovering Interim Lender shall be subrogated to the rights of the Interim Lenders which have shared in the payment under paragraph (d) above and if for any reason the Recovering Interim Lender is unable to rely on such rights of subrogation, the amount of the Excess Recovery shall be treated as not having been paid and (without double counting) the Borrower will owe the Recovering Interim Lender a debt (immediately due and payable) in an amount equal to the Excess Recovery.

16.2 Notification of Recovery

If any Recovery has to be wholly or partly refunded by the Recovering Interim Lender after it has paid any amount to the Interim Facility Agent under paragraph (c) of Clause 16.1 (*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.

16.3 Exceptions to sharing

Notwithstanding Clause 16.1 (*Recoveries*), no Recovering Interim Lender will be obliged to pay any amount to the Interim Facility Agent or any other Interim Lender in respect of any Recovery:

- (a) if it would not after that payment have a valid claim against an Obligor under paragraph (e) of Clause 16.1 (*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.

16.4 No security

The provisions of this Clause 16 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 16.

17. SET OFF

An Interim Finance Party may (to the extent beneficially owed by the Interim Finance Party) at any time following the service of an Acceleration Notice set off any matured obligation due and payable to it by an Obligor to it under an Interim Document against any matured obligation owed 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.

18. NOTICES

18.1 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 by facsimile transmission or any other electronic communication approved by the Interim Facility Agent.
- (b) An electronic communication will be treated as being in writing for the purposes of this Agreement.
- (c) The address and facsimile number 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) in the case of the Parent, the Borrower and BidCo:
 - (A) in the case of any person which is a Party on the date of this Agreement, the address and email address set out beneath its name in the signature pages to this Agreement;
 - (B) in the case of any other Interim Finance Party, the address and email address notified in writing by that Interim Finance Party for this purpose to the Interim Facility Agent on or before the date it becomes a Party; or
 - (C) any other address and/or email address notified in writing by that Party for this purpose to the Interim Facility Agent (or in the case of the Interim Facility Agent, notified by the Interim Facility Agent to the other Parties) by not less than five (5) Business Days’ notice.
 - (ii) in the case of an Interim Finance Party, that identified with its name below; and
 - (iii) any other address and facsimile number notified in writing by that party for this purpose to the Interim Facility Agent (or in the case of the Interim Facility Agent, notified by the Interim Facility Agent to the other parties) by not less than five 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 18.2 (*Deemed service*) below, when actually received by that Agent.

18.2 Deemed service

- (a) Subject to paragraph (b) below, a communication or document made or delivered by one person to another under or in connection to the Interim Documents will be deemed to be given as follows:
 - (i) if by letter delivered personally, when delivered;
 - (ii) if by letter sent by post, five days after posting (first class or equivalent postage prepaid in a correctly addressed envelope);
 - (iii) if by facsimile, when received in legible form;

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- (iv) if by e-mail or any other electronic communication, when received in legible form;
 - (v) 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; and
 - (vi) any communication to BidCo will be deemed to have been delivered to each of the Obligors.
- (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 Business Day in that place.

18.3 Electronic communication

- (a) Any communication to be made between any two parties under or in connection with the Interim Documents may be made by electronic mail or other electronic means (including, without limitation, by way of posting to a secured website), if those two parties:
- (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 transmission 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 those two parties will be effective only when actually received (or made available) in readable form and in the case of any electronic communication made by a party to the Interim Facility Agent only if it is addressed in such a manner as the Interim Facility Agent shall specify for this purpose.
- (c) Any reference in an Interim Document to a communication being sent or received shall be construed to include that communication being made available in accordance with this Clause 18.3.

18.4 Language

- (a) Any notice given under or in connection with any Interim Document 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, and if so required by the Interim Facility Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

19. CONFIDENTIALITY

- (a) Each Interim Finance Party will keep the Interim Documents and any information supplied to it by or on behalf of BidCo or any other Group Company under the Interim

Documents confidential, **provided that** it may disclose any such document or information:

- (i) to any person 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, **provided that** such person has entered into a confidentiality undertaking substantially in LMA standard form, capable of being relied on by BidCo and such confidentiality undertaking may not be materially amended without the consent of BidCo (a copy of each confidentiality undertaking and any amendments thereto shall be provided to BidCo as soon as reasonably practicable following its request for the same);
- (ii) to any person 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, **provided that** such person has entered into a confidentiality undertaking substantially in LMA standard form, capable of being relied on by BidCo and such confidentiality undertaking may not be materially amended without the consent of BidCo (a copy of each confidentiality undertaking and any amendments thereto shall be provided to BidCo as soon as reasonably practicable following its request for the same);
- (iii) which is publicly available (other than by virtue of a breach of this Clause 19);
- (iv) if and to the extent required by law or regulation or at the request of an administrative authority or body (including any tax or bank supervisory authority), in which case, to the extent permitted by law, each Interim Finance Party agrees to use commercially reasonable efforts to inform BidCo promptly thereof to the extent lawfully permitted to do so, or any applicable stock exchange (including pursuant to the provisions of the City Code or any guidance or practice statements issued by the Panel in connection therewith);
- (v) to its auditors and professional advisers on a confidential basis;
- (vi) to any direct or indirect Holding Company of BidCo, any Party or any Group Company;
- (vii) to the extent reasonably necessary in connection with any legal or arbitration proceedings to which it is a party;
- (viii) for the purpose of obtaining any consent, making any filing, registration or notarisation or paying any stamp or registration tax or fee in connection with any of the Interim Documents;
- (ix) with the agreement of BidCo;
- (x) subject to your prior approval of the information to be disclosed, information supplied on a customary basis to rating agencies in connection with obtaining a rating required (if any) pursuant to the Commitment Documents (as defined in the Commitment Letter) and/or the Interim Documents;
- (xi) to any Affiliate and Related Funds (and any of their officers, directors, employees, professional advisers, auditors, partners and representatives) in connection with the transactions contemplated hereby, on an as needed and confidential basis; or
- (xii) to the Financial Advisors or to any of their Affiliates (and any of their officers, directors, employees, professional advisers, auditors, partners and

representatives) in connection with the transactions contemplated hereby, on an as needed and confidential basis.

- (b) This Clause 19 replaces any previous confidentiality undertaking given by any Interim Finance Party in connection with this Agreement prior to it becoming a Party.

20. REPRESENTATIONS AND WARRANTIES, UNDERTAKINGS

- (a) Except as otherwise provided in Part 1 (*Major Representations*) of Schedule 4 (*Major Representations, Major Undertakings and Major Events of Default*), each Obligor makes the representations and warranties set out in Part 1 (*Major Representations*) of Schedule 4 (*Major Representations, Major Undertakings and Major Events of Default*) (or, prior to the expiry of the Certain Funds Period, the Major Representations) to each Interim Finance Party on the date of this Agreement, on the date of each Drawdown Request and on the first day of each Interest Period by reference to the facts and circumstances existing at the relevant time and acknowledges that each Interim Finance Party is relying on such representations and warranties, **provided that** the representation and warranty set out in paragraph 5 of Part 1 (*Major Representations*) of Schedule 4 (*Major Representations, Major Undertakings and Major Events of Default*) shall only be made by the Obligors on the date of this Agreement and on the date of the Drawdown Request relating to the first utilisation under the Interim Facility as to itself only (and for the avoidance of doubt not with respect to the Target Group or any other Group Company) and excluding any procurement obligation with respect to the Target Group or any other Group Company.
- (b) Each Obligor agrees to be bound by the Major Undertakings that it is subject to under the terms of Part II (*Major Undertakings*) of (*Major Representations, Major Undertakings and Major Events of Default*). For the avoidance of doubt, such obligations do not include any procurement obligations of an Obligor with respect to any other member of the Group.
- (c) BidCo shall notify the Interim Facility Agent of any Major Event of Default (and the steps, if any, being taken to remedy it) upon becoming aware of its occurrence.

21. CHANGES TO PARTIES

21.1 Assignment and transfers by the Obligors

No Obligor may assign, novate or transfer all or any part of its rights and obligations under any Interim Documents.

21.2 Transfers by Interim Lenders

- (a) Subject to the provisions of this Clause 21.2 and Clause 21.3 (*Increased Costs*), an Interim Lender (the "**Existing Interim Lender**") may:
- (i) assign any of its rights or transfer by novation any of its rights and obligations under any Interim Document; or
 - (ii) enter into any Sub-Participation or any sub-contract (if voting rights pass or may pass),
- to or with a bank, financial institution, trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in or securitising loans, securities or other financial assets (the "**New Interim Lender**").
- (b) Notwithstanding anything to the contrary in this Agreement, any assignment, transfer, Sub-Participation, sub-contract or other syndication of any rights, benefits and/or obligations under or by reference to the Interim Documents by an Interim Lender shall:

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- (i) on or prior to the end of the Certain Funds Period (or, in respect of Interim Commitments that have already been fully funded, the Initial Closing Date) (the “**Pre-Closing Transferred Commitments**”), require the prior written consent of the Obligors’ Agent (in its sole and absolute discretion) unless such assignment, transfer, sub-participation or other syndication is made to an Affiliate or another Interim Lender, in each case with at least equivalent credit worthiness and which are managed and/or controlled by such Existing Interim Lender, **provided that**:
- (A) the New Interim Lender has been cash confirmed by the Financial Advisors in connection with their obligations under Rules 2.7(d) and 24.8 of the City Code; and
- (B) the Existing Interim Lender shall:
- (1) fund the Pre-Closing Transferred Commitments in respect of any applicable Interim Loan by 9:30 a.m. on the applicable Drawdown Date if that New Interim Lender has failed to so fund (or has confirmed that it will not be able to fund) on the applicable Drawdown Date in respect of the relevant Interim Facility or Interim Facility; and
- (2) retain exclusive control over all rights and obligations with respect to the Pre-Closing Transferred Commitments, including all rights with respect to waivers, consents, modifications, amendments and confirmations as to satisfaction of the requirement to receive all of the documents and other evidence listed in Part 2 (*Conditions Precedent to the Initial Closing Date*) of Schedule 3 (*Conditions Precedent*) until after the expiry of the Certain Funds Period (for the avoidance of doubt, free of any agreement or understanding pursuant to which it is required to or will consult with any other person in relation to the exercise of any such rights and/or obligations); and
- (ii) after the end of the Certain Funds Period (or, in respect of Interim Commitments that have already been fully funded, the Initial Closing Date), require the prior written consent of the Obligors’ Agent (in its sole and absolute discretion) **provided that** prior written consent shall not be required with respect to an Interim Term Facility B Loan:
- (A) if the assignment or transfer or Sub-Participation or sub-contract is:
- (1) made to an Affiliate or Related Fund of that Interim Lender or to another Existing Interim Lender (other than, in each case, to an Affiliate or Related Fund whose principal investment strategy is investing in distressed debt or the pursuance of loan to own strategies or that is a “distressed debt” fund or other participant primarily engaged in the making, purchasing, holding or otherwise investing in distressed commercial loans, bonds and other similar extensions of credit); or
- (2) effected at a time when a Major Event of Default under paragraph 1 (*Payment default*) (but excluding any non-payment in respect of any indemnity or costs or expenses reimbursement obligations), 5 (*Insolvency*) or 6 (*Insolvency proceedings*) of Part III (*Major Events of Default*) of Schedule 4 (*Major Representations, Major Undertakings and Major Events of Default*) (a “**Transfer Event of Default**”) is continuing.
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- (B) [Reserved].
- (c) Notwithstanding anything to the contrary in this Agreement, no assignment or transfer or Sub-Participation or sub-contract shall be permitted at any time without the prior written consent of BidCo (which may be withheld in its sole discretion) to any person (whether or not such person is an Affiliate or Related Fund of an existing Interim Lender at such time) that:
- (i) is a Disqualified Lender;
 - (ii) is a Defaulting Interim Lender or an Affiliate of a Defaulting Interim Lender (or would, upon becoming an Interim Lender, be a Defaulting Interim Lender or an Affiliate of a Defaulting Interim Lender);
 - (iii) is an entity which is engaged in trading or acquiring, or whose principal investment strategy is investing in, distressed debt or the pursuance of "loan to own" investment strategies, unless a Transfer Event of Default is continuing;
 - (iv) is a "distressed debt" fund or other assignee primarily engaged in the making, purchasing, holding or otherwise investing in distressed commercial loans, bonds and other similar extensions of credit, unless a Transfer Event of Default is continuing; or
 - (v) is a natural person or any investment vehicle established primarily for the benefit of a natural person.
- (d) Notwithstanding anything to the contrary in this Agreement no transfers, assignments, Sub-Participations or sub-contracts are allowed at any time except to Qualifying US Interim Lenders.
- (e) Subject to paragraph (b) above, where the consent of the Obligors' Agent to any assignment, transfer, Sub-Participation, sub-contract or other syndication is required, such consent shall be deemed given if a written consent request is delivered to an officer of the Obligors' Agent and the Obligors' Agent does not respond to such request for consent within 15 Business Days of receipt of such request, **provided that** the Obligors' Agent consent shall be required (and may be withheld in its sole discretion) for any transfer, assignment, Sub-Participation or sub-contract to a Disqualified Lender or a "distressed debt" fund or other assignee primarily engaged in the making, purchasing, holding or otherwise investing in distressed commercial loans, bonds and other similar extensions of credit, whether or not such person is an Affiliate or Related Fund of an existing Interim Lender at such time.
- (f) An assignment, transfer or Sub-Participation of part of an Interim Lender's participation must be for a minimum amount (an in integral multiples) of \$1,000,000 of Interim Commitments in aggregate under the Interim Facility (or, if less, its remaining Interim Commitments under the Interim Facility).
- (g) To the extent consent of BidCo shall be required with respect to any transfer, assignment or Sub-Participation described in this Clause 22.2, a copy of the request for such consent shall be delivered to the chief financial officer, chief accounting officer or officer with equivalent duties of BidCo in addition to any other officer or person employed by BidCo (if any) designated by BidCo to receive such requests. In addition, a copy of the request for consent shall be concurrently delivered to an employee of each Sponsor to be designated by such Sponsor on the Initial Closing Date or thereafter and such employees of both Sponsors shall have acknowledged receipt and approval of such request (for the avoidance of doubt, no requirement to deliver notice of any transfer, assignment or Sub-Participation to BidCo shall be satisfied if such notice is not also concurrently delivered to such designated employees of the Sponsors).
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- (h) If an Existing Interim Lender assigns or transfers by novation to, or enters into any Sub-Participation or any sub-contract with (x) (i) directly or indirectly, to a Disqualified Lender or (ii) without Borrower consent to the extent otherwise required or (y) without complying with the notice requirement (and required acknowledgment by the specified employee of the Sponsors and delivery to such specified employee evidence of BidCo's approval, to the extent BidCo's approval is required hereby) under this Clause 22.2, then BidCo shall be entitled to specific performance to unwind any such transfer, assignment or Sub-Participation in addition to any other remedies available to the Borrower at law or in equity and, in addition to the foregoing:
- (i) BidCo may terminate any Interim Commitment of such person (including, for the avoidance of doubt, the Interim Commitment or Interim Loans of any seller of a participation) and prepay any applicable outstanding Interim Loans at a price equal to the least of (x) (if any) the current trading price of the Interim Loans, (y) par and (z) the amount such person paid to acquire such Interim Loans, in each case, without premium, penalty or prepayment fee, and/or (iii) require such person (including, for the avoidance of doubt, the rights or obligations of any seller of a participation) to transfer its rights and obligations to one or more eligible Interim Lenders at the price indicated above (which transfer shall not be subject to any processing and recordation fee) and if such person does not execute and deliver to the Interim Facility Agent a duly executed Transfer Certificate reflecting such transfer within 3 Business Days of the date on which the transferee Interim Lender executes and delivers such Transfer Certificate to such person, then such person shall be deemed to have executed and delivered such Transfer Certificate without any action on its part,
 - (ii) no such person (having received or sold an assignment or participation in violation of this Clause 22.2) shall receive any information or reporting provided by BidCo, the Interim Facility Agent or any Interim Lender;
 - (iii) for purposes of voting, any Interim Loans or Interim Commitments held by such person (including those held by any seller of a participation in violation of this Clause 22.2) shall be deemed not to be outstanding, and such person shall have no voting or consent rights with respect to any vote or consent including, without limitation, class votes or consents (and with respect to any such participation, such person shall be deemed not to have any rights afforded to a participant under the Interim Documents);
 - (iv) for purposes of any matter requiring the vote or consent of each Interim Lender affected by any amendment or waiver and to the extent any such Person is deemed to have any such voting right, such person shall be deemed to have voted or consented to approve such amendment or waiver if a majority of the affected class so approves; and
 - (v) such person shall not be entitled to any expense reimbursement or indemnification rights under any Interim Documents and BidCo and the other Obligors expressly reserve all rights against such person under contract, tort or any other theory and shall be treated in all other respects as a Defaulting Interim Lender,

provided that the foregoing provisions shall not apply to any assignee of a Disqualified Lender that becomes an Interim Lender so long as such assignee is not a Disqualified Lender or an Affiliate thereof.

- (i) In addition to paragraph (a) above, after the expiry of the Certain Funds Period, an Interim Lender may grant Sub-Participations with respect to an Interim Term Facility B Loan to a Qualifying US Interim Lender or enter into other back-to-back arrangements with a Qualifying US Interim Lender, **provided that:**

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- (i) no such Sub-Participation or other arrangement shall reduce the Interim Commitments or other obligations of any Interim Finance Party with respect to the Interim Facility and each Interim Finance Party shall remain liable to fund the full amount of its Interim Commitments under the Interim Facility; and
- (ii) such Interim Lender retains exclusive control over all rights and obligations in relation to the participations and Interim Commitments that are the subject of the relevant agreement or arrangement, 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), unless the proposed sub-participant or sub-contractor is a person to whom the relevant rights and obligations could have been assigned or transferred in accordance with the terms of this Clause and, prior to entering into the relevant agreement or arrangement, the relevant Interim Lender provides BidCo with full details of that proposed sub-participant or sub-contractor and any voting, consultation or other rights to be granted to the sub-participant or sub-contractor.
- (j) Each New Interim Lender, by executing a Transfer Certificate, confirms, for the avoidance of doubt, that the Interim Facility Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Interim Lender or Interim Lenders in accordance with this Agreement on or prior to the date on which the transfer becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as the Existing Interim Lender would have been had it remained an Interim Lender.
- (k) Except as set out in this Clause 21.2, no consent will be required from any Party other than the transferor and the transferee to effect any assignment or transfer or Sub-Participation or sub-contract of rights and/or obligations under any Interim Document.
- (l) If any assignment, transfer, Sub-Participation or sub-contract is carried out in breach of this Clause 21.2 and Clause 21.3 (*Increased Costs*), such assignment, transfer, Sub-Participation or sub-contract shall be void and deemed to have not occurred.
- (m) If an Existing Interim Lender has consented to a waiver or amendment under any Interim Document then the relevant New Interim Lender shall be deemed to have consented to that waiver or amendment.
- (n) The Interim Facility Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain a register for the recordation of the names and addresses of the Interim Lenders, and the Interim Commitments of, and principal amounts (and stated interest) owing to, each Interim Lender pursuant to the terms of this Agreement from time to time (the "**Register**"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Interim Facility Agent and the Interim Lenders shall treat each person whose name is recorded in the Register pursuant to the terms hereof as an Interim Lender for all purposes of this Agreement. No assignment, transfer or sub-participation of any rights or obligations of any Interim Lender under this Agreement shall be effective until it is recorded in the Register. The Register shall be available for inspection by the Borrower and any Interim Lender, at any reasonable time and from time to time upon reasonable prior notice.
- (o) If at any time any Obligor becomes obliged to repay any amount in accordance with Clause 10.3 (*Illegality*) or becomes obliged to pay any amounts pursuant to Clause 9.2 (*Gross-up*), Clause 9.4 (*Tax indemnity*) or Clause 10.1 (*Increased Costs*) to any Interim Lender, then BidCo may, provided it gives at least two Business Days' prior written notice to the Interim Facility Agent and such Interim Lender, replace such Interim Lender by requiring such Interim Lender to (and such Interim Lender shall) transfer pursuant to Clause 21.2 (*Transfers by Interim Lenders*) all (and not part only) of its rights and obligations under this Agreement to an Interim Lender or other bank, financial institution, trust, fund or other entity which is regularly engaged in or
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established for the purpose of making, purchasing or investing in or securitising loans, securities or other financial assets (a "**Replacement Lender**") selected by BidCo, and which is acceptable to the Interim Facility Agent (acting reasonably), which confirms its willingness to assume and does assume all the obligations of the transferring Interim Lender (including the assumption of the transferring Interim Lender's participations on the same basis as the transferring Interim Lender) for a purchase price in cash payable at the time of transfer equal to the outstanding principal amount of such Interim Lender's participation in the outstanding Interim Loans and all accrued interest, Break Costs and other amounts payable in relation thereto under the Interim Documents.

- (p) The replacement of an Interim Lender pursuant to paragraph (o) above shall be subject to the following conditions:
- (i) BidCo shall have no right to replace the Interim Facility Agent or Interim Security Agent;
 - (ii) neither the Interim Facility Agent nor the Interim Lender shall have any obligation to BidCo to find a Replacement Lender; and
 - (iii) in no event shall the Interim Lender replaced under paragraph (o) above be required to pay or surrender to such Replacement Lender any of the fees received by such Interim Lender pursuant to the Interim Documents.
- (q) If:
- (i) an Interim Lender assigns, transfers, enters into any Sub-Participation or sub-contracts any of its rights or obligations under the Interim Documents to a New Interim Lender or changes its Facility Office; and
 - (ii) as a result of circumstances existing at the date the assignment, transfer, Sub-Participation, sub-contract or change occurs, BidCo or another Obligor would be obliged to make a payment to the New Interim Lender or Interim Lender acting through its new Facility Office under Clause 9 (*Taxes*) or Clause 10.1 (*Increased Costs*),

then the New Interim Lender or Interim Lender acting through its new Facility Office is only entitled to receive payment under those Clauses to the same extent as the Existing Interim Lender or Interim Lender acting through its previous Facility Office would have been if the assignment, transfer, Sub-Participation, sub-contract or change had not occurred.

21.3 Increased Costs

- (a) The Obligors shall not bear any notarial and security registration or perfection fees, Taxes and costs, gross-up or increased costs that result from an assignment, transfer, Sub-Participation or other similar back-to-back arrangements (other than a transfer under Clause 21.2(q)).
- (b) An Existing Interim Lender may not transfer or assign its rights or obligations under the Interim Documents or change its Facility Office if the transfer or assignment would give rise to a requirement to prepay on illegality in relation to the New Interim Lender or Existing Interim Lender acting through the new Facility Office.

21.4 Limitation of responsibility of Existing Interim Lenders

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

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- (i) the legality, validity, effectiveness, adequacy or enforceability of the Transaction Documents, the Interim Security Documents or any other documents;
 - (ii) the financial condition of any Obligor;
 - (iii) the performance and observance by any Obligor or any other Group Company of its obligations under the Interim 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, 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 Documents; 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 commitment is in force.
 - (c) Subject to paragraph (j) of Clause 21.2 (*Transfers by Interim Lenders*), nothing in any Interim Document obliges an Existing Interim Lender to:
 - (i) accept a re-transfer from a New Interim Lender of any of the rights and obligations assigned or transferred under this Clause 21 (*Changes to Parties*); 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 Interim Documents or otherwise.

21.5 Procedure for transfer

- (a) Subject to the conditions set out in Clause 21.2 (*Transfers by Interim Lenders*), a transfer is effected in accordance with paragraph (c) below when the Interim Facility Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Interim Lender and the New Interim Lender. The Interim Facility Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate.
 - (b) The Interim Facility Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Interim Lender and the New Interim Lender once it is satisfied it has complied with all necessary “**know your customer**” or similar checks under all applicable laws and regulations in relation to the transfer to such New Interim Lender.
 - (c) On the Transfer Date:
 - (i) subject to paragraph (j) of Clause 21.2 (*Transfers by Interim Lenders*), to the extent that in the Transfer Certificate the Existing Interim Lender seeks to
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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) subject to paragraph (j) of Clause 21.2 (*Transfers by Interim Lenders*), 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) subject to paragraph (j) of Clause 21.2 (*Transfers by Interim Lenders*), the Interim Facility Agent, the Arrangers, the Interim Security Agent, the New Interim Lender and the other Interim Lenders shall acquire the same rights and assume the same obligations between themselves and in respect of the Interim Security as they would have acquired and assumed had the New Interim Lender been an Original Interim Lender with the rights, and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Interim Facility Agent, the Arrangers, the Interim Security Agent, and 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**”.
- (d) The New Interim Lender shall, on the date upon which an assignment or transfer takes effect, pay to the Interim Facility Agent (for its own account) a fee of USD 3,500, provided that no such fee shall be payable in respect of any assignment or transfer by an Interim Lender to an Affiliate or a Related Fund of that Interim Lender.

21.6 Copy of Transfer Certificate to BidCo

The Interim Facility Agent shall, within one (1) Business Day after it has executed a Transfer Certificate, send to BidCo a copy of that Transfer Certificate, confirmation of completion of the relevant transfer, assignment and Sub-Participation and the relevant transfer price.

21.7 Debt Purchase Transactions

- (a) Notwithstanding any other term of this Agreement or the other Interim Documents, members of the Group shall not be entitled to purchase by way of a Debt Purchase Transaction a participation in any Interim Loan and/or any Interim Commitment.
- (b) Unless otherwise agreed by the Interim Facility Agent (acting on instructions of the Majority Interim Lenders), for so long as a Sponsor Fund (A) beneficially owns an Interim Commitment or (B) has entered into a Sub-Participation agreement relating to an Interim Commitment or another agreement or arrangement having a substantially similar economic effect (and such agreement or arrangement has not been terminated):
 - (i) in ascertaining the Majority Interim Lenders or the Super Majority Interim Lenders or whether any given percentage (including, for the avoidance of doubt, unanimity) of the relevant Interim Commitments has been obtained to approve any request for a consent, waiver, amendment or other vote under the Interim Documents (each a “**Lender Interim Request**”), such Interim Commitment shall be deemed to be zero; and
 - (ii) for the purposes of Clause 22.2 (*Exceptions*), such Sponsor Fund or the person with whom that person or entity has entered into such Sub-Participation

or other agreement or arrangement shall be deemed not to be an Interim Lender (unless in the case of a person not being a Sponsor Fund it is an Interim Lender by virtue otherwise than by beneficially owning the relevant Interim Commitment),

provided that the Sponsor Funds shall be entitled to exercise any such voting rights in any manner whatsoever to the extent the relevant Lender Interim Request results or is intended to result in any Interim Commitment of the relevant Sponsor Fund under a particular Interim Facility being treated in any manner inconsistent with the treatment proposed to be applied to any other Interim Commitment under such Interim Facility (for this purpose taking into account any other related transactions or arrangements, including any direct or indirect compensation or other rights or benefits provided to other Interim Lenders under such Interim Facility).

- (c) Each Interim Lender shall, unless such Debt Purchase Transaction is a transfer, promptly notify the Interim Facility Agent and BidCo in writing if it knowingly enters into a Debt Purchase Transaction with a Group Company or the Sponsor Funds.
- (d) Each Sponsor Fund that is an Interim Lender agrees that:
 - (i) in relation to any meeting or conference call to which all the Interim Lenders are invited to attend or participate, it shall not attend or participate in the same if so requested by the Interim Facility Agent or, unless the Interim Facility Agent otherwise agrees, be entitled to receive the agenda or any minutes of the same;
 - (ii) in its capacity as Interim Lender, unless the Interim Facility Agent otherwise agrees, it shall not be entitled to receive any report or other document prepared at the behest of, or on the instructions of, the Interim Facility Agent or one or more of the Interim Lenders; and
 - (iii) to the extent that its Interim Commitment, Sub-Participation or other agreement following a Debt Purchase Transaction would result in the subordination of claims of any other Interim Lenders (not being a Sponsor Fund) under the Interim Facility pursuant to any law regarding subordination of shareholder loans or otherwise materially prejudice the Interim Security in any way (in each case where that subordination or prejudice arises solely due to the fact that the relevant Interim Lender is a Sponsor Fund and no such subordination or prejudice has arisen or will arise in relation to any other Interim Lender which is not a Sponsor Fund), it shall not be a secured Interim Finance Party under any Interim Security Documents and no amount owing to it under any Interim Document will be secured by the Interim Security Documents (unless the relevant subordination or prejudice ceases to apply or subsequently applies to any other Interim Lender which is not a Sponsor Fund).

22. AMENDMENTS AND WAIVERS

22.1 Required consents

- (a) Subject to Clause 22.2 (*Exceptions*) any term of the Interim Documents may be amended or waived only with the consent of the Majority Interim Lenders and BidCo, and any such amendment or waiver will be binding on all Parties.
- (b) The Interim Facility Agent may effect, on behalf of any Interim Finance Party, any amendment or waiver permitted by this Clause 22.

22.2 Exceptions

- (a) Subject to paragraph (e) below, an amendment or waiver that has the effect of changing or which relates to:

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- (i) the definition of “Majority Interim Lenders” or “Super Majority Interim Lenders”;
 - (ii) this Clause 22;
 - (iii) Clause 4.2 (Nature of an Interim Finance Party’s Rights and Obligations), Clause 16 (Pro Rata Payments), Clause 21 (Changes to Parties), Clause 24 (Governing Law) and Clause 25 (Jurisdiction);
 - (iv) any provision which expressly requires the consent of all of the Interim Lenders;
 - (v) an extension to the date of payment of any amount under the Interim Documents;
 - (vi) a reduction in the Margin or a reduction in the amount of any payment of principal, interest, fees or commission payable;
 - (vii) any redenomination of any Interim Commitment or Interim Loan or any change in currency of payment of any amount under the Interim Documents;
 - (viii) the manner in which the proceeds of enforcement of Interim Security are distributed or the order of priority or subordination, including Clause 14.7 (*Enforcement of Interim Security Documents*); and
 - (ix) an increase in any Interim Commitment or the Total Interim Commitments, an extension of the Certain Funds Period or any requirement that a cancellation of Interim Commitments reduce the Interim Commitments rateably under the relevant Interim Facility,

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

- (b) An amendment or waiver which relates to the rights or obligations of the Interim Facility Agent, the Arrangers or the Interim Security Agent may not be effected without the consent of the Interim Facility Agent or the Interim Security Agent.
- (c) Any manifest error in the Interim Documents which is of a typographical nature may be amended by agreement between the Interim Facility Agent and the Borrower and any such amendment will be binding on each Party.
- (d) A release of all or substantially all of any security under an Interim Document other than in accordance with Clause 14.9 (*Release of security*) shall not be made without the prior consent of the Super Majority Interim Lenders.
- (e) Notwithstanding paragraph (a) above, if any amendment or waiver would impose new or additional obligations on or withdraw or reduce the rights of Interim Lenders under a specific Interim Facility (and only that Interim Facility) in a way which affects or would affect the Interim Lenders under that Interim Facility only the consent of the specified proportion of Interim Lenders (including, for the avoidance of doubt, all the Interim Lenders) whose consent would, but for this paragraph (e), be required for that amendment or waiver would be required as if it was a reference to the proportion of the Interim Lenders participating in that particular Interim Facility.

23. MISCELLANEOUS

23.1 Partial invalidity

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

of the Interim Documents or the validity or enforceability in other jurisdictions of that or any other term of the Interim Documents.

23.2 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.

23.3 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.

23.4 Complete agreement

The Interim Documents contain the complete agreement between the Parties on the matters to which they relate.

23.5 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 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.

24. **GOVERNING LAW**

This Agreement (including any non-contractual obligations arising out of or in relation to this Agreement) and any Dispute shall be governed by English law.

25. **JURISDICTION**

25.1 Submission to jurisdiction

- (a) For the benefit of each Interim Finance Party, each Obligor 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 or any non-contractual obligation arising out of or in connection with any Interim Document) (a "**Dispute**"). Each Obligor irrevocably submits to the jurisdiction of the English courts.
- (b) Nothing in paragraph (a) above limits or prevents any Interim Finance Party from taking proceedings against any Obligor in any other court nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

25.2 Forum

Each Obligor 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.

25.3 Acknowledgement and Consent to Bail-In

Notwithstanding anything to the contrary in any Interim Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Party to another Party arising under or in connection with any Interim Document, to the extent such liability is unsecured, may be subject to Bail-In Action by the relevant Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- (a) the application of any Bail-In Action to any such liabilities arising hereunder which may be payable to it by any party hereto; and
- (b) the effects of any Bail-in Action on any such liability, including, if applicable:
 - (i) a reduction in full or in part or cancellation of any such liability;
 - (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Interim Document; or
 - (iii) the variation of the terms of such liability in connection with the exercise of any Bail-In Action.

25.4 Service of process

- (a) Without prejudice to any other mode of service allowed under any relevant law, each Obligor (other than an Obligor incorporated in England and Wales):
 - (i) irrevocably appoints BidCo as its agent for service of process in relation to any proceedings before the English courts in connection with any Interim Document (and BidCo, by its execution of this Agreement, accepts that appointment); and
 - (ii) agrees that failure by an agent for service of process to notify the relevant Obligor 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, BidCo (on behalf of all the Obligors) must immediately (and in any event within 20 days of such event taking place) appoint another agent on terms acceptable to the Interim Facility Agent. Failing this, the Interim Facility Agent may appoint another agent for this purpose.
- (c) Each Obligor expressly agrees and consents to the provisions of this Clause 25 and Clause 24 (*Governing Law*).

SCHEDULE 1

The Original Interim Lenders

Name of Original Interim Lender	Interim Term Facility B Commitment	Jurisdiction of Tax Residence	Qualifying US Interim Lender Status (Y/N)
BARCLAYS BANK PLC	\$411,000,000	United States	Y
BANK OF MONTREAL	\$274,000,000	United States	Y

SCHEDULE 2

Form of Drawdown Request

To: [●] as Interim Facility Agent

From: [Borrower]

Date: [●]

Project Zeus – Interim Facility Agreement dated [●] (the “Interim Facility Agreement”)

- 1 We refer to the Interim Facility Agreement. This is a Drawdown Request. Words and expressions defined in the Interim Facility 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 Term Facility B
 - (b) Drawdown Date: [●]
 - (c) Amount: [●]
 - (d) Currency: [●]
 - (e) Interest Period: [●]
- 3 Our [payment/delivery] instructions are: [●].
- 4 We confirm that each condition precedent under the Interim Term Facility B which must be satisfied in order to draw down the Interim Loan is (or will be on the proposed Drawdown Date) so satisfied or waived.
- 5 This Drawdown Request is irrevocable.

By:

[Borrower]

SCHEDULE 3

Conditions Precedent

Part 1

Conditions Precedent to Signing

1 THE PARENT, BIDCO AND THE BORROWER

- (a) A copy of the constitutional documents of the Parent, BidCo and the Borrower.
- (b) Where required or appropriate under local law, resolutions of the board of directors, managers or equivalent body (as applicable) and/or shareholder resolutions of the Parent, BidCo and the Borrower approving the terms of, and the transactions contemplated by the Interim Documents to which it is a party, authorising a specified person (or persons) to execute the Interim Documents to which it is a party on its behalf and authorising such persons to sign and/or despatch all documents and notices (including any Drawdown Request) to be signed under or in connection with the Interim Documents to which it is a party.
- (c) A specimen of the signature of each person authorised as referred to in paragraph (b) above.
- (d) Certificates of good standing or status (to the extent such concepts exist) of a recent date prior to the date of this Agreement from the applicable secretary of state (or equivalent authority) of the jurisdiction of organization, registration or formation of the Parent and the Borrower.
- (e) A certificate of the Parent, BidCo and the Borrower (signed by an authorised signatory):
 - (i) with respect to the Guarantors, confirming that borrowing, guaranteeing or securing (as appropriate) the total amount of the Interim Facility would not cause any borrowing, guarantee, security or similar limit binding on it to be exceeded; and
 - (ii) certifying that each copy document relating to it in paragraphs (a), (b) and (c) above is correct, complete and in full force and effect as at a date no earlier than the original date of this Agreement.

2 AGENCY FEE LETTER

A copy of the Agency Fee Letter duly executed and delivered by the Borrower.

3 ACQUISITION DOCUMENTS

A copy of the final draft of the first Rule 2.7 Announcement.

4 LEGAL OPINIONS

- (a) A legal opinion of Milbank LLP, legal advisers to the Interim Facility Agent and the Arrangers as to English law, addressed to the Interim Facility Agent, the Interim Security Agent and the Original Interim Lenders.
- (b) A legal opinion from Goodwin Procter LLP as legal advisers to the applicable Obligors as to Delaware law, New York law and applicable United States federal law, addressed to the Interim Facility Agent, the Interim Security Agent and the Original Interim Lenders.

5 INTERIM SECURITY DOCUMENTS

The following Interim Security Documents duly executed and delivered by the Parent, BidCo and the Borrower:

Security Provider(s)	Interim Security Document	Governing law
Parent	Security agreement over all assets (subject to agreed exclusions)	New York
Borrower	Security agreement over all assets subject to agreed exclusions) other than assets secured under the security agreement over the shares in Bidco	New York
Borrower	Security agreement over the shares in BidCo	England & Wales
BidCo	Security agreement (including floating charge) over any structural intra-group receivables owed to it and its material bank accounts (without control over use)	England & Wales

6 OTHER DOCUMENTS AND EVIDENCE

- (a) The Reports on a non-reliance basis, save that, for the avoidance of doubt, any Report may be revised, updated and/or amended to incorporate such other changes or additions approved by the Arrangers (such approval not to be unreasonably withheld, conditioned or delayed).
- (b) A copy of the base case model.

Part 2

Conditions Precedent to the Initial Closing Date

1 ACQUISITION

A certificate from BidCo (signed by an authorised signatory) confirming that:

- (a) either:
 - (i) in the case of a Scheme, the Scheme Effective Date has occurred; or
 - (ii) in the case of an Offer, the Offer has become or has been declared unconditional in all respects; and
- (b) the Minimum Equity Requirement has been, or will be on the Initial Closing Date, satisfied.

2 FEES

Evidence that the Interim Facility Underwriting Fee (as defined in the Fee Letter) which are due and payable by the Obligors under the Fee Letter to the relevant Interim Finance Party on or prior to the Initial Closing Date have been paid or will be paid on or prior to the Initial Closing Date, **provided that** this condition may be satisfied by a reference to the payment of such fees in a Drawdown Request (or funds flow statement).

SCHEDULE 4

Major Representations, Major Undertakings and Major Events of Default

Part 1

Major Representations

1 STATUS

It is a company with limited liability incorporated or established and existing under the laws of its jurisdiction of incorporation or establishment.

2 POWER AND AUTHORITY

Subject to the Reservations and the Perfection Requirements:

- (a) it has (or, by the time of entry into each Interim Document to which it will be party, will have) the power to enter into and deliver, and to exercise its rights and perform its obligations under, each Interim Document to which it is or will be a party;
- (b) it has the power to own its material assets and carry on business as a it is being conducted, save to the extent that failure to do could not reasonably be expected to have a Material Adverse Effect; and
- (c) it has (or, by the time of entry into each Interim Document to which it will be a party, will have) taken all necessary corporate action to authorise the entry into and delivery of and the performance by it of its obligations under each Interim Document to which it is or will be a party,

in each case, to the extent that a failure to do so would have a Material Adverse Effect.

3 NO CONFLICT

Subject to the Reservations and the Perfection Requirements, the entry into and the performance of its obligations under, each Interim Document to which it is a party does not:

- (a) contravene any law or regulation applicable to it in any material respect; or
- (b) conflict with its constitutional documents in any material respect.

4 OBLIGATIONS BINDING

Subject to the Reservations and the Perfection Requirements the obligations expressed to be assumed by it under each Interim Document to which it is a party constitute its legal, valid, binding and enforceable obligations to the extent that a failure to do so would have a Material Adverse Effect.

5 HOLDING COMPANIES

Except as may arise under or in connection with the Transaction Documents, the Commitment Letter, any engagement letter and/or fee credit letter in relation to any take out financing of any Long-term Financing or any Permitted Holding Company Activity, before the Initial Closing Date, it has not traded or incurred any liabilities or commitments (actual or contingent, present or future).

6 AUTHORISATIONS

Subject to the Reservations and the Perfection Requirements, all material Authorisations required:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Interim Documents to which it is a party; and
- (b) to make the Interim Documents to which it is a party admissible in evidence in its Relevant Jurisdictions,

have been (or will at the required date be) obtained or effected and are (or will be) in full force and effect.

Part 2

Major Undertakings

1 FINANCIAL INDEBTEDNESS

No Obligor shall incur or allow to remain outstanding any Financial Indebtedness (excluding, for the avoidance of doubt, any performance bonds, advance payment bonds or other bonds incurred in the ordinary course of business) unless it is Permitted Financial Indebtedness or a Permitted Transaction.

2 DISPOSALS

No Obligor shall enter into a single transaction or a series of transactions to (voluntarily or otherwise) sell, lease, transfer or otherwise dispose of any asset unless it is a Permitted Disposal or a Permitted Transaction.

3 NEGATIVE PLEDGE

No Obligor shall create or permit to subsist any security over any of its assets unless such security is a Permitted Security or a Permitted Transaction.

4 HOLDING COMPANIES

None of the Obligors shall trade, carry on any business, own any material assets or incur any material liabilities except for any Permitted Holding Company Activity.

5 DIVIDENDS AND SHARE REDEMPTIONS

The Borrower shall not (i) declare, make or pay, directly or indirectly, any dividend, charge or fee, 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, or repay or distribute any share premium reserve or (ii) redeem or purchase any of its share capital, or (iii) pay any management, advisory or other fee (or make any similar payment) to any of the Borrower's Holding Companies or their Affiliates (excluding Group Companies), in each case otherwise than by way of a Permitted Payment or a Permitted Transaction.

6 ACQUISITIONS AND MERGERS

Save for any Permitted Transaction and/or as contemplated by the Structure Memorandum and/or the Acquisition Documents, no Obligor will:

- (a) acquire or subscribe for any shares, securities or ownership interests in any person, or acquire any business, or incorporate any company, other than in connection with the Rollover (and only for so long as any Obligor is party to the Rollover transaction);
- (b) enter into any amalgamation, merger, demerger or reconstruction; and

-
- (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.

7 CONDUCT OF OFFER AND/OR SCHEME

- (a) Subject to any confidentiality, regulatory, legal or other restrictions relating to the supply of such information, BidCo will keep the Interim Facility Agent informed as to any material developments in relation to the Acquisition and, in particular will from time to time if the Interim Facility Agent reasonably requests, give the Interim Facility 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.
- (b) BidCo shall not waive or amend any material term or condition relating to the Acquisition from that set out in the draft Rule 2.7 Announcement delivered to the Interim Facility Agent in accordance with paragraph 4.1(a)(i) of Clause 4 (*The Making of the Interim Loans*) where it would be materially adverse to the interests of the Interim Lenders (taken as a whole) under the Interim Documents, other than any amendment or waiver:
- (i) 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 or the City Code;
 - (ii) any change in the purchase price (or amendment to any written agreement related thereto) in connection with the Acquisition;
 - (iii) extending the period in which holders of the Target Shares (other than the Excluded Shares) may accept the terms of the Scheme or, as the case may be, the Offer (including by reason of the adjournment of any meeting or court hearing);
 - (iv) to the extent it relates to a term or condition to the Acquisition which 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); and/or
 - (v) to the extent constituting or 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.
- (c) Unless otherwise agreed by all of the Interim Lenders (such consent not to be unreasonably withheld, conditioned or delayed), if the Acquisition is effected by way of the Offer, BidCo shall not reduce the Minimum Acceptance Threshold.
- (d) BidCo shall comply in all material respects with the City Code, subject to waivers granted by, or as a result of any requirements of, any Relevant Regulator or any Applicable Securities Laws, save where non-compliance would not be materially prejudicial to the interests of the Interim Lenders (taken as a whole) under the Interim Documents.
- (e) BidCo shall:

-
- (i) (if the Acquisition is being effected by way of the Scheme), use all reasonable endeavours to procure that such action as is necessary is taken to procure (except to the extent prevented by, and subject always to, any Applicable Securities Law or any Relevant Regulator) that the Target is registered as a private limited company within 60 days of the Scheme Effective Date;
 - (ii) (if the Acquisition is being effected by way of an Offer), use all reasonable endeavours within 60 days of the later of:
 - (A) the initial Drawdown Date; and
 - (B) the date on 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 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; and
 - (iii) if the Acquisition is being effected by way of an Offer, and to the extent BidCo, by virtue of acceptances of such Offer, has acquired or unconditionally contracted to acquire not less than (i) 90% of the Target Shares in value to which the Offer relates and (ii) 90% of the voting rights carried by those Target Shares, use reasonable efforts to, promptly (and in any event within the maximum time period prescribed by such actions) complete a Squeeze-out.
 - (f) BidCo shall 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.

Part 3

Major Events of Default

For the avoidance of doubt, and notwithstanding any term of the Interim Documents:

- (a) no Permitted Transaction;
- (b) none of the steps expressly set out in, or reorganisations expressly contemplated by, the Structure Memorandum (other than any exit steps described therein) or the Acquisition Documents or in connection with the Rollover (or the actions necessary to implement any of them);
- (c) none of the transactions contemplated by the Interim Documents or the Transaction Documents or otherwise disclosed to the Original Interim Lenders prior to the date of this Agreement (including, in each case, all steps, transactions and arrangements entered into in connection with or to give effect to such transactions); nor
- (d) any Withdrawal Event,

shall in any case constitute or result in a breach of any representation and warranty or undertaking in the Interim Documents or result in the occurrence of a mandatory prepayment or cancellation or a default, event of default or a Major Event of Default (however described), and each such event in paragraphs (a) to (d) above shall be expressly permitted by the terms of the Interim Documents.

Notwithstanding anything to the contrary, prior to the end of the Certain Funds Period, no breach of any representation, warranty, undertaking or other term of (or default or event of default under) any document relating to the existing financing arrangements of any member of the Target Group (including, without limitation, under the Existing Facilities) arising as a direct or indirect result of any person entering into and/or performing its obligations under any Interim Document (or carrying out the transactions contemplated by the Interim Documents), shall constitute a breach of any representation and warranty or undertaking in the Interim Documents or result in the occurrence of a Major Event of Default and shall be expressly permitted under the terms of the Interim Documents.

1 PAYMENT DEFAULT

Following the Initial Closing Date, an Obligor does not pay on the due date any amount payable by it under the Interim Documents (in so far as it relates to the payment of principal and/or interest and/or the fees specified in paragraph entitled "Interim Facilities Fees" in the Fee Letter) in the manner required under the Interim Documents unless payment is made within 5 Business Days of the due date.

2 BREACH OF OTHER OBLIGATIONS

An Obligor does not comply with any Major Undertaking stated to be applicable to such Obligor and, if capable of remedy, the same is not remedied within twenty-one (21) Business Days of the earlier of it (i) becoming aware of a failure to comply and (ii) receiving written notice from the Interim Facility Agent notifying it of non-compliance.

3 MISREPRESENTATION

A Major Representation is incorrect or misleading in any material respect (or if qualified by materiality, in any respect) when made and, if capable of remedy, the circumstances giving rise to such misrepresentation are not remedied within twenty-one (21) Business Days of the earlier of the relevant Obligor (i) becoming aware of a failure to comply and (ii) receiving written notice from the Interim Facility 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 an Obligor 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 an Obligor 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) an Obligor repudiates or rescinds an Interim Document in a manner which is materially adverse to the interests of the Interim Lenders (taken as a whole) under the Interim Documents,

and in each case, where capable of remedy, the circumstance(s) are not remedied within twenty-one (21) Business Days of the earlier of it (i) becoming aware of a failure to comply and (ii) receiving a written notice from the Interim Facility Agent notifying it of that failure.

5 **INSOLVENCY**

An Obligor:

- (a) stops or suspends, or announces an intention to stop or suspend, payment of its debts or is unable to pay its debts (other than in respect of debts due to another Group Company) as they fall due or a moratorium is declared in relation to any of its indebtedness, but only insofar as it arises by way of insolvency, in connection with commencing insolvency proceedings or otherwise by reason of actual or anticipated financial difficulties; or
- (b) by reason of actual or anticipated financial difficulties commences negotiations with its creditors in relation to Financial Indebtedness generally (excluding the Interim Finance Parties) with a view to rescheduling of its indebtedness generally.

6 **INSOLVENCY PROCEEDINGS**

- (a) Any of the following occurs in respect of an Obligor:
 - (i) any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, examiner, receiver, administrative receiver, administrator or similar officer is appointed in respect of it or any of its material assets;
 - (ii) any corporate action, or other formal step or formal procedure is taken or commenced with a view to a composition, assignment or arrangement with its creditors generally (but only insofar as it arises by way of insolvency, in connection with commencing insolvency proceedings or otherwise by reason of actual or anticipated financial difficulties) or any Obligor institutes or consents to the institution of any proceeding under the Bankruptcy Code of the United States; or
 - (iii) an application for the judicial winding-up or its liquidation, or any analogous proceedings in any jurisdiction.
- (b) Paragraph (a) above shall not apply to:
 - (i) any proceedings or actions which are contested in good faith and discharged, stayed or dismissed within twenty-eight (28) days of commencement;

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- (ii) any petition or similar presented by a creditor which is:
 - (A) being contested in good faith and due diligence and the relevant entity has demonstrated to the Interim Facility Agent (acting reasonably and in good faith) that it has sufficient financial means to meet the amount of the claim requested by the creditor;
 - (B) in the opinion of the Obligors' Agent (acting reasonably and in good faith), frivolous and vexatious; or
 - (C) discharged within twenty-one (21) Business Days, or
 - (iii) any step or other matter set out in or contemplated by the Structure Memorandum (other than any exit steps described therein).

SCHEDULE 5

Guarantee

1 **GUARANTEE AND INDEMNITY**

Each Guarantor irrevocably and unconditionally jointly and severally:

- (a) guarantees to each Interim Finance Party punctual performance by each Obligor of all of that Obligor's payment obligations under the Interim Documents;
- (b) undertakes with each Interim Finance Party that whenever an Obligor does not pay any amount when due under any Interim Document, it shall immediately on demand pay that amount as if it was the principal obligor; and
- (c) agrees with each Interim Finance Party that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Interim Finance Party immediately on demand against any cost, loss or liability it incurs as a result of an Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Interim Document on the date when it would have been due. The amount payable by a Guarantor under this indemnity will not exceed the amount it would have had to pay under this Schedule 5 if the amount claimed had been recoverable on the basis of a guarantee.

2 **CONTINUING GUARANTEE**

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Interim Documents, regardless of any intermediate payment or discharge in whole or in part.

3 **REINSTATEMENT**

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by an Interim Finance Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Guarantor under this Schedule 5 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

4 **WAIVER OF DEFENCES**

The obligations of each Guarantor under this Schedule 5 will not be affected by an act, omission, matter or thing which, but for this Schedule 5, would reduce, release or prejudice any of its obligations under this Schedule 5 (without limitation and whether or not known to it or any Interim Finance Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or any other person;
- (b) the release of any Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

-
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
 - (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of an Interim Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Interim Document or other document or security;
 - (f) any unenforceability, illegality or invalidity of any obligation of any person under any Interim Document or any other document or security; or
 - (g) any insolvency or similar proceedings.

5 **GUARANTOR INTENT**

Without prejudice to the generality of paragraph 4 (*Waiver of defences*) above but subject to the limitations set forth in Clause 12 (*Limitation*) and Clause 13 (*Additional Guarantee Limitations*) below, each Guarantor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) 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.

6 **IMMEDIATE RECOURSE**

Each Guarantor waives any right it may have of first requiring any Interim Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Guarantor under this Schedule 5. This waiver applies irrespective of any law or any provision of an Interim Document to the contrary.

7 **APPROPRIATIONS**

Until all amounts which may be or become payable by the Obligors under or in connection with the Interim Documents have been irrevocably paid in full, each Interim Finance Party (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Interim Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from the Guarantors or on account of a Guarantor's liability under this Schedule 5 unless and until such moneys are sufficient in aggregate to discharge in full all amounts then due and payable under the Interim Documents.

8 **DEFERRAL OF RIGHTS**

Until all amounts which may be or become payable by the Obligors under or in connection with the Interim Documents have been irrevocably paid in full and unless the Interim Facility Agent otherwise directs, a Guarantor will not exercise any rights which it may have by reason of performance by it of its obligations under the Interim Documents or by reason of any amount being payable, or liability arising, under this Schedule 5:

- (a) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Interim Finance Parties under the Interim Documents or of any other guarantee or Security Interest taken pursuant to, or in connection with, the Interim Documents by any Interim Finance Party;

-
- (b) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Guarantor has given a guarantee, undertaking or indemnity under paragraph 1 (*Guarantee and indemnity*) above;
 - (c) to exercise any right of set-off against any Obligor; and/or
 - (d) to claim or prove as a creditor of any Obligor in competition with any Interim Finance Party.

If a Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Interim Finance Parties by the Obligors under or in connection with the Interim Documents to be repaid in full on trust for the Interim Finance Parties and shall promptly pay or transfer the same to the Interim Facility Agent or as the Interim Facility Agent may direct for application in accordance with Clause 11 (*Payments*).

9 **RELEASE OF GUARANTOR'S RIGHT OF CONTRIBUTION**

If any Guarantor (a "**Retiring Party**") ceases to be a Guarantor in accordance with the terms of the Interim Documents for the purpose of any sale or other disposal of that Retiring Party then on the date such Retiring Party ceases to be a Guarantor:

- (a) that Retiring Party is released by each other Guarantor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Guarantor arising by reason of the performance by any other Guarantor of its obligations under the Interim Documents; and
- (b) each other Guarantor waives any rights it may have by reason of the performance of its obligations under the Interim Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Interim Finance Parties under any Interim Document or of any other security taken pursuant to, or in connection with, any Interim Document where such rights or security are granted by or in relation to the assets of the Retiring Party.

10 **ADDITIONAL SECURITY**

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Interim Finance Party.

11 **LIMITATION**

This guarantee does not apply to any liability to the extent that it would result in this guarantee constituting unlawful financial assistance within the meaning of sections 678 or 679 of the Act or any equivalent provision of any applicable law or otherwise being unlawful or in breach of the fiduciary or statutory duties of any director or officer of any member of the Group.

12 **ADDITIONAL GUARANTEE LIMITATIONS**

In any action or proceeding involving any United States state corporate, limited partnership or limited liability company law, or any applicable law affecting the rights of creditors generally, if the obligations of any Guarantor hereunder would otherwise be held or determined to be void, voidable, invalid or unenforceable, or subordinated to the claims of any other creditors, on account of the amount of its liability hereunder, then, notwithstanding any other provision to the contrary, the amount of such liability shall, without any further action by such Guarantor, any other Obligor or any other person, be automatically limited and reduced to the highest amount (after giving effect to the right of contribution) that is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding.

SCHEDULE 6

Timetables

INTERIM LOANS

Loans in:	Interim Loans in USD
Delivery of a duly completed Drawdown Request (Clause 6.1 (<i>Giving of Drawdown Requests</i>)) or as selected pursuant to paragraph (b) of Clause 8.2 (<i>Payment of interest</i>)	1 p.m. (in London) U-3 (or U-1 for any drawdown in ABR)

“U” = date of drawdown or, if applicable, in the case of an Interim Loan that has already been borrowed, the first day of the relevant Interest Period for that Interim Loan.

“U-X” = X Business Days prior to date of drawdown

SCHEDULE 7

Form of Transfer Certificate

To: [] as Interim Facility Agent and [] as Interim Security Agent

From: [The Existing Interim Lender] (the “Existing Interim Lender”) and [The New Interim Lender] (the “New Interim Lender”)

Dated:

Dear Sirs

Project Zeus – Interim Facility Agreement dated [●] (the “Interim Facility Agreement”)

- 1 We refer to the Interim Facility Agreement. This agreement (the “**Agreement**”) shall take effect as a Transfer Certificate for the purpose of the Interim Facility Agreement. Terms defined in the Interim Facility Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.
- 2 We refer to Clause 22.5 (Procedure for transfer) of the Interim Facility Agreement:
 - (a) Subject to paragraph (j) of Clause 21.2 (*Transfers by Interim Lenders*), the Existing Interim Lender and the New Interim Lender agree to the Existing Interim Lender transferring to the New Interim Lender by novation and in accordance with Clause 21.5 (*Procedure for transfer*) all of the Existing Interim Lender’s rights and obligations under the Interim Facility Agreement and the other Interim Documents which relate to that portion of the Existing Interim Lender’s commitment(s) under the Interim Facility Agreement as specified in the Schedule.
 - (b) The proposed Transfer Date is [●].
 - (c) The Facility Office and address and attention details for notices of the New Interim Lender for the purposes of Clause 18.1 (*Mode of service*) 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 21.4 (Limitation of responsibility of Existing Interim Lenders).
- 4 The New Interim Lender confirms that it is:
 - (a) not a Qualifying US Interim Lender, or
 - (b) a Qualifying US Interim Lender.
- 5 The New Interim Lender confirms that it is not a Disqualified Lender (or an Affiliate or Related Fund of a Disqualified Lender).
- 6 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.
- 7 This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 8 This Agreement has been entered into on the date stated at the beginning of this Agreement.

Note: The execution of this Transfer Certificate may not transfer a proportionate share of the Existing Interim Lender’s interest in the Interim Security in all jurisdictions. It is the responsibility of the New Interim Lender to ascertain whether any other documents or other formalities are required to

perfect a transfer of such a share in the Existing Interim Lender's Interim Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

THE SCHEDULE

Commitment/rights and obligations to be transferred

[insert relevant details]

[Facility Office address and attention details for notices and account details for payments,]

[Existing Interim Lender]

[New Interim Lender]

By:

By:

This Agreement is accepted as a Transfer Certificate for the purposes of the Interim Facility Agreement by the Interim Facility Agent, and the Transfer Date is confirmed as [_____].

[Interim Facility Agent]

By:

[Interim Security Agent]

By:]

SIGNATORIES

The Parent

For and on behalf of:

PROJECT ZEUS HOLDINGS, INC.

By: [REDACTED] _____

Name: [REDACTED]

Title: [REDACTED]

Notice Details

Address: [REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

With a copy to (which shall not constitute notice):

Address: Goodwin Procter (UK) LLP [REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

The Borrower

For and on behalf of:

ZEUS US BIDCO, LLC

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Notice Details

Address: [REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

With a copy to (which shall not constitute notice):

Address:

Goodwin Procter (UK) LLP [REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

BidCo

For and on behalf of:

ZEUS UK BIDCO LIMITED

By: [REDACTED] _____

Name: [REDACTED]

Title: [REDACTED]

Notice Details

Address: [REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

With a copy to (which shall not constitute notice):

Address: [REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

The Arranger

BARCLAYS BANK PLC

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Notice Details

Address: [REDACTED]

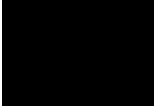
Attention: [REDACTED]

Telephone: [REDACTED]

Email: [REDACTED]

The Arranger

BMO CAPITAL MARKETS CORP.

By: _____  _____

Name: 

Title: 

Notice Details

Address: 

Attention: 

Telephone: 

Email: 

The Original Interim Lender

BARCLAYS BANK PLC

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Notice Details

Address: [REDACTED]

Attention: [REDACTED]

Telephone: [REDACTED]

Email: [REDACTED]

The Original Interim Lender

BANK OF MONTREAL

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Notice Details

Address: [REDACTED]

Attention: [REDACTED]

Telephone: [REDACTED]

Email: [REDACTED]

The Interim Facility Agent

BARCLAYS BANK PLC

By:

[REDACTED]

Name:

[REDACTED]

Title:

[REDACTED]

Notice Details

Address:

[REDACTED]

Attention:

[REDACTED]

Telephone:

[REDACTED]

Email:

[REDACTED]

The Interim Security Agent

BARCLAYS BANK PLC

By:

[REDACTED]

Name:

[REDACTED]

Title:

[REDACTED]

Notice Details

Address:

[REDACTED]

Attention:

[REDACTED]

Telephone:

[REDACTED]

Email:

[REDACTED]