



.....16 JUNE.....2022

CAPITAL & COUNTIES PROPERTIES PLC
as Borrower

and

BARCLAYS BANK PLC

BNP PARIBAS, LONDON BRANCH

HSBC BANK PLC

as Mandated Lead Arrangers and Bookrunners

and

HSBC BANK PLC
acting as Agent

£576,000,000

FACILITY AGREEMENT

Herbert Smith Freehills LLP

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THIS AGREEMENT is dated 16 June 2022 and made

BETWEEN:

- (1) **CAPITAL & COUNTIES PROPERTIES PLC** (a company registered in England and Wales under company number 07145051) (the **Borrower**);
- (2) **BARCLAYS BANK PLC, BNP PARIBAS, LONDON BRANCH and HSBC BANK PLC** (together, the **Mandated Lead Arrangers and Bookrunners**);
- (3) **THE FINANCIAL INSTITUTIONS** listed in Schedule 1 (*The Original Lenders*) as original lenders (the **Original Lenders**); and
- (4) **HSBC BANK PLC** as agent of the other Finance Parties (the **Agent**).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Acquisition means the acquisition of the Shares by the Borrower pursuant to a Scheme or Qualifying Offer and, if applicable, a Squeeze-Out Procedure.

Acquisition Completion Date means:

- (a) in the case of a Scheme, the date on which the Scheme is registered with the Registrar; and
- (b) in the case of a Qualifying Offer, the date on which the Borrower is registered as the holder of at least 50% plus one share in the entire issued share capital of the Target.

Additional Business Day means any day specified as such in the Reference Rate Terms.

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

Assignment Agreement means an agreement substantially in the form set out in Schedule 5 (*Form of Assignment Agreement*) or any other form agreed between the Borrower, the relevant assignor, assignee and the Agent.

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

Availability Period means the period from and including the Acquisition Completion Date to and including the date falling 51 days after the Acquisition Completion Date or, if earlier, the last day of the Certain Funds Period.

Available Commitment means a Lender's Commitment under the Facility minus:

- (a) the amount of its participation in any outstanding Loans; and
- (b) in relation to any proposed Loan, the amount of its participation in any Loans that are due to be made on or before the proposed Utilisation Date.

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

Capital Markets Issue means any issue of any medium or long term bond or note in the debt capital markets (whether by way of public offer or private placement) by a member of the Group, including by way of issue of notes in the US private placement market. For the avoidance of doubt, the replacement of the issuer under any of the Target Mortgage Bonds with the Borrower or another member of the Group shall not constitute a Capital Markets Issue.

Central Bank Rate has the meaning given to that term in the Reference Rate Terms.

Central Bank Rate Adjustment has the meaning given to that term in the Reference Rate Terms.

Central Bank Rate Spread has the meaning given to that term in the Reference Rate Terms.

Certain Funds Period means the period from and including the date of this Agreement to and including the earlier of (1) the last day of the Availability Period, (2) 20 June 2023 and (3) the date on which the Borrower notifies the Agent in writing that the Scheme or Qualifying Offer (as the case may be) has lapsed, been withdrawn or has terminated and the Borrower has determined that it will not proceed with an alternative Scheme or Qualifying Offer (as the case may be).

Code means the US Internal Revenue Code of 1986.

Clean-Up Default means any Default or any Event of Default (other than a Default or Event of Default under Clauses 21.1 (*Non-payment*), 21.6 (*Insolvency*), 21.7 (*Insolvency proceedings*) (other than Clause 21.7(d)) and provided that the relevant person is appointed over all or substantially all of the affairs of the Borrower in respect of a Default or Event of Default arising under 21.7(c)).

Clean-Up Period means, in relation to the Acquisition, the period beginning on the Acquisition Completion Date and ending on the date falling 120 days after the Acquisition Completion Date or on such later date agreed by the Majority Lenders.

Commitment means:

- (a) in relation to an Original Lender, the amount set opposite its name under the heading Commitment in Schedule 1 (*The Original Lenders*) and the amount of any other Commitment transferred to it under this Agreement; and
- (b) in relation to any other Lender, the amount of any Commitment transferred to it under this Agreement,

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

Compliance Certificate means a certificate in the form set out in Schedule 6 (*Form of Compliance Certificate*) or in such other form as the Agent may approve.

Compounded Reference Rate means, in relation to any RFR Banking Day during the Interest Period of a Loan, the percentage rate per annum which is the Daily Non Cumulative Compounded RFR Rate for that RFR Banking Day.

Compounding Methodology Supplement means, in relation to the Daily Non-Cumulative Compounded RFR Rate, a document which:

- (a) is agreed in writing by the Borrower, the Agent (in its own capacity) and the Agent (acting on the instructions of all the Lenders);
- (b) specifies a calculation methodology for that rate; and
- (c) has been made available to the Borrower and each Finance Party.

Confidential Information means all information relating to the Borrower, the Group, the Target Group, any Subsidiary of the Borrower, the Finance Documents or the Facility of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or the Facility from either:

- (a) any member of the Group or any of its advisers; or
- (b) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from any member of the Group or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

- (i) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of Clause 34 (*Confidentiality*); or
- (ii) is identified in writing at the time of delivery as non-confidential by any member of the Group or any of its advisers; or
- (iii) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Group and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

Confidentiality Undertaking means a confidentiality undertaking in favour of the Borrower substantially in a recommended form of the LMA or in any other form agreed between the Borrower and the Agent.

CTA means the Corporation Tax Act 2009.

Daily Non-Cumulative Compounded RFR Rate means, in relation to any RFR Banking Day during an Interest Period for a Loan, the percentage rate per annum determined by the Agent (or by any other Finance Party which agrees to determine that rate in place of the Agent) in accordance with the methodology set out in Schedule 9 (*Daily Non-Cumulative Compounded RFR Rate*) or in any relevant Compounding Methodology Supplement.

Daily Rate means the rate specified as such in the Reference Rate Terms.

Debt Proceeds means the cash proceeds received by a member of the Group from a Capital Markets Issue or a New Term Loan Financing completed or entered into after the Acquisition Completion Date after deducting:

- (a) any fees (including agent's, broker's and other financial commissions and fees, legal fees, auditor's and other advisory fees and other professional fees) and any expenses,

in each case, which are incurred or owed by a member of the Group with respect to that Capital Markets Issue or New Term Loan Financing to persons who are not members of the Group; and

- (b) any Tax incurred or required to be paid by the issuer in connection with that Capital Markets Issue or New Term Loan Financing (as reasonably determined by the issuer or borrower thereof, on the basis of existing rates and taking into account any available credit, deduction or allowance),

and excluding:

- (a) any proceeds raised or received for the purposes of (and which is applied in or towards or retained for application in or towards) refinancing any indebtedness of a member of the Group or a member of the Target Group which is scheduled to become due on or before the Termination Date (provided that the refinancing of a Capital Markets Issue in a principal amount in excess of £100,000,000 shall only be made with a new Capital Markets Issue);
- (b) transactions comprising the buy back or refinancing of debt capital markets instruments or US private placement notes through a new issue of debt capital markets bonds or notes including by way of exchange or tender offer; and
- (c) any proceeds raised or received which are contractually committed to by a member of the Target Group prior to the Acquisition Completion Date.

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

- (a) purchases by way of assignment or transfer;
- (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 Commitment or amount outstanding under this Agreement.

Default means an Event of Default or any event or circumstance specified in Clause 21 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

Defaulting Lender means any Lender:

- (a) which has failed to make its participation in a Loan available (or has notified the Agent or the Borrower (which has notified the Agent) that it will not make its participation in a Loan available) by the Utilisation Date of that Loan in accordance with Clause 5.4 (*Lenders' participation*);
- (b) which has otherwise rescinded or repudiated a Finance Document; or
- (c) with respect to which an Insolvency Event has occurred and is continuing,

unless, in the case of paragraph (a) above:

- (i) its failure to pay is caused by:
 - (A) administrative or technical error; or
 - (B) a Disruption Event; and

payment is made within three Business Days of its due date; or

- (ii) the Lender is disputing in good faith whether it is contractually obliged to make the payment in question.

Disposal includes any form of disposal of any interest in any asset including any conveyance, transfer, lease, assignment, sale, right to use or occupy, surrender, declaration of trust or the creation of any other legal or equitable interest in or over any asset or any option in respect of any of the foregoing or any other arrangement which has the same economic effect, and **Dispose** shall be construed accordingly.

Disposal Proceeds means the proceeds received by any member of the Group or a member of the Target Group which are, in aggregate, in excess of £75,000,000 in relation to a Disposal which is only permitted under either Clause 20.5(b)(i), 20.5(b)(v), 20.5(b)(x) or 20.5(b)(xi) on or after the Acquisition Completion Date and which Disposal is effected or contractually agreed to be effected after the Acquisition Completion Date, after deducting:

- (a) all costs and expenses incurred by any member of the Group in connection with that Disposal (including, without limitation, legal fees, agents' commission, bonus payments in connection with the Disposal, auditors' fees, redundancy costs, closure costs, restructuring costs and reorganisation costs both preparatory to and/or in connection with the relevant Disposal);
- (b) the amount of all Taxes imposed and required to be paid or reserved against by any member of the Group in connection with the Disposal;
- (c) any amounts applied in repayment of third party debt (other than the Facility) to the extent that:
 - (i) that debt benefitted from Security over some or all of the assets disposed of; or
 - (ii) the terms of such debt require that those proceeds are applied in repaying that debt;
- (d) without prejudice to paragraph (c) above, any amounts applied in repayment of third party debt (other than the Facility) or retaining an equivalent amount of cash such that, taking into account the effect of that Disposal and such repayment or retention of cash, any headroom contained in any financial covenant that existed immediately prior to such Disposal is preserved immediately following such Disposal as determined by the Borrower acting reasonably and the Borrower shall provide reasonably detailed written calculations to the Agent supporting the same and explaining the commercial rationale therefor (provided that the Group shall not be entitled to rely on this paragraph (d) in relation to the Target Mortgage Bonds); and
- (e) reasonable provisions made for any anticipated liability incurred or assumed in connection with such Disposal.

Disruption Event means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facility (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems- related nature) to the treasury or payments operations of a Party preventing that, or any other Party:

- (i) from performing its payment obligations under the Finance Documents; or
- (ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

(and which (in either such case)) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

Equity Issue Proceeds means the cash proceeds received by the Borrower from the issue by it of its equity securities after the Acquisition Completion Date, and after deducting:

- (a) any fees (including agent's, broker's and other financial commissions and fees, legal fees, auditor's and other advisory fees and other professional fees) and any expenses in connection with such issue; and
- (b) any Tax incurred or required to be paid by the Borrower in connection with that issue (as reasonably determined by the Borrower, on the basis of existing rates and taking into account any available credit, deduction or allowance).

Environment means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

- (a) air (including air within natural or man-made structures, whether above or below ground);
- (b) water (including territorial, coastal and inland waters, water under or within land and water in drains and sewers); and
- (c) land (including land under water).

Environmental Law means any applicable law or regulation which relates to:

- (a) the pollution of the Environment;
- (b) the conditions of the workplace; or
- (c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including any waste.

Event of Default means any event or circumstance specified as such in Clause 21 (*Events of Default*).

Exchangeable Bond means the £275,000,000 2.00 per cent secured exchangeable bonds due 2026 issued by Capital & Counties Properties Plc on 30 November 2020.

Exempted Acquisition means an acquisition the consideration for which is wholly satisfied by the issue of shares in the Borrower or the proceeds received in respect of such an issue.

Extension Notice has the meaning given to such term in Clause 6.3 (*Extension of the Facility*).

Extension Request has the meaning given to such term in Clause 6.3 (*Extension of the Facility*).

Facility means the term loan facility made available under this Agreement as described in Clause 2 (*The Facility*).

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

FATCA means:

- (a) sections 1471 to 1474 of the Code or any associated regulations;
- (b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or
- (c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

FATCA Application Date means:

- (a) in relation to a **withholdable payment** described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or
- (b) in relation to a **passthru payment** described in section 1471(d)(7) of the Code not falling within paragraph (a) above, the first date from which such payment may become subject to a deduction or withholding required by FATCA.

FATCA Deduction means a deduction or withholding from a payment under a Finance Document required by FATCA.

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

Fee Letter means any letter or letters between one or more Finance Parties and the Borrower setting out any of the fees referred to in Clause 11 (*Fees*).

Finance Documents means:

- (a) this Agreement;
- (b) any Fee Letter;
- (c) each Utilisation Request;
- (d) any Extension Notice;
- (e) any Extension Request;
- (f) any Reference Rate Supplement;
- (g) any Compounding Methodology Supplement; or
- (h) any other document designated as such by the Agent and the Borrower.

Finance Party means the Agent, a Mandated Lead Arranger or a Lender.

Financial Indebtedness means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a balance sheet liability (other than any liability in respect of a lease or hire purchase contract which would, in accordance with GAAP in force prior to 1 January 2019, have been treated as an operating lease);
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis with the prior written consent of the Agent);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above.

GAAP means generally accepted accounting principles in the relevant jurisdiction including IFRS.

Group means the Borrower and its Subsidiaries from time to time.

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

IFRS means UK-adopted international accounting standards within the meaning of section 474(1) of the Companies Act 2006 to the extent applicable to the relevant financial statements.

Impaired Agent means the Agent at any time when:

- (a) it has failed to make (or has notified a Party that it will not make) a payment required to be made by it under the Finance Documents by the due date for payment;
- (b) the Agent otherwise rescinds or repudiates a Finance Document;
- (c) (if the Agent is also a Lender) it is a Defaulting Lender under paragraph (a) or (b) of the definition of **Defaulting Lender**; or
- (d) an Insolvency Event has occurred and is continuing with respect to the Agent;

unless, in the case of paragraph (a) above:

- (i) its failure to pay is caused by:

- (A) administrative or technical error; or
 - (B) a Disruption Event; and
- payment is made within three Business Days of its due date; or
- (ii) the Agent is disputing in good faith whether it is contractually obliged to make the payment in question.

Increase Confirmation means a confirmation substantially in the form set out in Schedule 7 (*Form of Increase Confirmation*).

Increase Lender has the meaning given to that term in Clause 2.2 (*Increase*).

Initial Termination Date means the date falling 24 Months after the date of this Agreement.

Insolvency Event in relation to an entity means that the entity:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;
- (e) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (d) above and:
 - (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or
 - (ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;
- (f) 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 (other than, for so long as it is required by law or regulation

not to be publicly disclosed, any such appointment which is to be made, or is made, by a person or entity described in paragraph (d) above);

- (i) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 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 Payment means the aggregate amount of interest that is, or is scheduled to become, payable under any Finance Document.

Interest Period means, in relation to a Loan, each period determined in accordance with Clause 9 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 8.3 (*Default interest*).

ITA means the Income Tax Act 2007.

Legal Reservations means any general principles of law limiting the Borrower's obligations which are specifically referred to as qualifications or reservations in any legal opinion delivered pursuant to Clause 4 (*Conditions of Utilisation*).

Lender means:

- (a) the Original Lenders; and
- (b) any person which has become a Party as a Lender in accordance with Clause 2.2 (*Increase*) or Clause 22 (*Changes to the Lenders*),

which in each case has not ceased to be a Party in accordance with the terms of this Agreement.

Limited Partnership means a limited partnership registered in England and Wales under the Limited Partnership Act 1907.

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

Lookback Period means the number of days specified as such in the Reference Rate Terms.

LMA means the Loan Market Association.

Major Default means, with respect to the Borrower only and not any other person (including any member of the Group or any member of the Target Group), any circumstances constituting an Event of Default under any of:

- (a) Clause 21.1 (*Non-payment*) (insofar as it arises from non-payment of principal, interest and/or the fees referred to in Clauses 11.1 (*Ticking fee*) and/or 11.2 (*Commitment fee*) and/or the fees referred to in the Fee Letter referenced in Clause 11.3 (*Upfront fee*));
- (b) Clause 21.3 (*Other obligations*) insofar as it arises from a breach of a Major Undertaking;

- (c) Clause 21.4 (*Misrepresentation*) insofar as it arises from a breach of a Major Representation which is not correct in all material respects;
- (d) Clauses 21.6(a) and 21.6(b) (*Insolvency*) (provided that, in the case of Clause 21.6(a)(ii) such suspension is due to financial difficulties);
- (e) Clause 21.7 (*Insolvency proceedings*) (provided that Clause 21.7(c) shall only apply where the relevant person is appointed over all or substantially all of the affairs of the Borrower and excluding any Event of Default arising under Clause 21.7(d));
- (f) Clause 21.9(*Unlawfulness*); and
- (g) Clause 21.10(*Repudiation*) (save that references to "evidences an intention to repudiate a Finance Document" shall be disregarded),

and provided that a failure by the Borrower to procure compliance by another person (including any member of the Group or any member of the Target Group) shall not constitute a Major Default.

Major Representation means, with respect to the Borrower only and not to any other person (including any member of the Group or any member of the Target Group), a representation or warranty under any of:

- (a) Clause 17.1 (*Status*);
- (b) Clause 17.2 (*Binding obligations*);
- (c) Clauses 17.3(a) and 17.3(b) (*Non-conflict with other obligations*);
- (d) Clause 17.4 (*Power and authority*);
- (e) Clause 17.5(a) (*Validity and admissibility in evidence*);
- (f) Clause 17.6 (*Governing law and enforcement*); and
- (g) Clause 17.13 (*Ranking*),

and excluding any representation that requires the Borrower to procure compliance by another person (including any member of the Group or any member of the Target Group).

Major Undertaking means, with respect to the Borrower only and not to any other person (including any member of the Group or any member of the Target Group), each of the undertakings set out below:

- (a) Clause 20.3 (*Negative pledge*);
- (b) Clause 20.4 (*Acquisitions*);
- (c) Clause 20.5 (*Disposals*);
- (d) Clause 20.6 (*Merger*), other than any amalgamation, demerger, merger or corporate reconstruction which is implemented by the shareholders of the Borrower without the consent of the Borrower; and
- (e) Clause 20.7 (*Change of Business*) but only in respect of a change in the general nature of the business of the Group (and not in respect of the Borrower only);

and excluding any obligation that requires the Borrower to procure compliance by another person (including any member of the Group or any member of the Target Group).

Majority Lenders means:

- (a) if there are no Loans outstanding, a Lender or Lenders whose Commitments aggregate 66⅔% or more of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated 66⅔% or more of the Total Commitments immediately prior to the reduction); and
- (b) at any other time, a Lender or Lenders whose participations in the Loans then outstanding aggregate 66⅔% or more of all the Loans then outstanding.

Margin has the meaning given to it in Clause 8.1 (*Calculation of interest*).

Market Disruption Rate means the rate (if any) specified as such in the applicable Reference Rate Terms.

Market Value has the meaning given to that term in the then current Statement of Asset Valuation Practice and Guidance Notes prepared by the Assets Valuation Standards Committee of the Royal Institution of Chartered Surveyors.

Material Adverse Effect means a material adverse effect on:

- (a) the business or financial condition of the Group taken as a whole;
- (b) the ability of the Borrower to perform its payment obligations under the Finance Documents and/or its obligations under Clause 19 (*Financial Covenants*) and/or any other material obligation under the Finance Documents; or
- (c) the validity or enforceability of the Finance Documents or the rights or remedies of any Finance Party under any of the Finance Documents.

Material Subsidiary means any Subsidiary of the Borrower which holds 10 per cent. or more of the total assets of the Group as set out in the latest financial statements of the Group delivered pursuant to this Agreement (ignoring any intra-Group items and investments in Subsidiaries). A report by two directors of the Borrower that in their opinion a Subsidiary of the Borrower is or is not, or was or was not, at any particular time or throughout any specified period a Material Subsidiary shall, in the absence of manifest error, be conclusive and binding on the Finance Parties and the Agent shall be entitled to rely on such report without liability to any person and without inquiry.

Month means, in relation to an Interest Period (or any other period for the accrual of commission or fees), a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, subject to adjustment in accordance with the rules specified as Business Day Conventions in the Reference Rate Terms.

New Lender has the meaning given to that expression in Clause 22.1 (*Assignments and transfers by the Lenders*).

New Term Loan Financing means a committed term loan facility entered into after the Acquisition Completion Date (and, for the avoidance of doubt, any uncommitted facility and any revolving credit, overdraft, cash pooling, cash management or similar financial arrangement shall not constitute a term loan facility). For the avoidance of doubt, the replacement of the issuer under any of the Target Mortgage Bonds with the Borrower or another member of the Group shall not constitute a New Term Loan Financing.

Original Financial Statements means the audited consolidated financial statements of the Group for the financial year ended 31 December 2021 delivered as a conditions precedent under Part 1 of Schedule 2 (*Conditions Precedent to First Utilisation*).

Panel means The Panel on Takeovers and Mergers.

Party means a party to this Agreement.

Permitted Lender List means the list referred to in paragraph 5.5 of Part 1 of Schedule 2 (*Conditions Precedent to First Utilisation*).

Permitted Transaction means the holding, creation, transfer, delivery, waiver, disposal and/or release of Security and/or Quasi-Security with respect to the Secured Property (as defined in the Exchangeable Bond) and/or disposal, transfer or delivery of Exchange Property (as defined in the Exchangeable Bond) from time to time in connection with the Exchangeable Bond.

Properties means the leasehold, heritable and freehold property interests owned by any member of the Group from time to time.

Qualifying Lender has the meaning given to that term in Clause 12 (*Tax Gross Up and Indemnities*).

Qualifying Offer means a takeover offer as defined in section 974 of the Companies Act 2006 made by the Borrower for the Shares the acceptance condition of which, if met, would entitle the Squeeze-Out Procedure to be utilised in respect of any Shares not already owned by the Group.

Registrar means the Registrar of Companies for England and Wales.

Reference Rate Supplement means a document which:

- (a) is agreed in writing by the Borrower, the Agent (in its own capacity) and the Agent (acting on the instructions of all of the Lenders);
- (b) specifies the relevant terms which are expressed in this Agreement to be determined by reference to Reference Rate Terms; and
- (c) has been made available to the Borrower and each Finance Party.

Reference Rate Terms means the terms set out in Schedule 8 (*Reference Rate Terms*) or in any Reference Rate Supplement.

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

Relevant Market means the market specified as such in the Reference Rate Terms.

Repeating Representations means each of the representations set out in Clause 17.1 (*Status*), Clause 17.2 (*Binding obligations*) to 17.6 (*Governing law and enforcement*) (inclusive), Clause 17.9 (*No default*), Clause 17.10 (*No misleading information*) and Clause 17.13 (*Ranking*).

Representative means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

Restricted Person means a person that is:

- (a) listed on, or owned or controlled by a person listed on any Sanctions List;
- (b) located in, incorporated under the laws of, or owned or controlled by, or acting on behalf of, a person located in or organised under the laws of a country or territory that is the target of country-wide Sanctions; or
- (c) a governmental agency, authority, or body or state-owned enterprise of any country which is the subject of sanctions by any Sanctions Authority.

RFR means the rate specified as such in the Reference Rate Terms.

RFR Banking Day means any day specified as such in the Reference Rate Terms.

Sanctions means any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures (in each case having the force of law) administered, enacted or enforced by:

- (a) the United Nations;
 - (b) the European Union or any of its constituent countries;
 - (c) the Office of Foreign Assets Control of the US Department of Treasury (**OFAC**); or
 - (d) Her Majesty's Treasury,
- (together **Sanctions Authorities**).

Sanctions List means the "Specially Designated Nationals and Blocked Persons" list issued by OFAC, the Consolidated List of Financial Sanctions Targets issued by Her Majesty's Treasury, or any similar list issued or maintained or made public by any of the Sanctions Authorities.

Scheme means a scheme of arrangement effected pursuant to Part 26 of the Companies Act 2006 under which all of the Shares will be transferred and the Borrower will become the holder of such transferred Shares.

Secured Borrowings has the meaning given to it in Clause 19.1 (*Definitions*).

Security means a mortgage, hypothec, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Shares means the issued shares in the capital of the Target not already owned by the Borrower and any person acting in concert with the Borrower (including any such shares in the capital of the Target issued or to be issued prior to the Acquisition Completion Date).

Squeeze-Out Procedure means an acquisition of the Shares pursuant to the procedures contained in sections 979 to 982 of the Companies Act 2006.

Subsidiary means:

- (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006; or
- (b) any other entity (including a limited partnership) of which a person has direct or indirect control or owns directly or indirectly more than 50% of the voting capital, partnership interests or similar right of ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise.

Target means Shaftesbury Plc, a company incorporated in England and Wales with company number 01999238.

Target Group means the Target and its subsidiaries (as such term is defined in the Companies Act 2006).

Target Mortgage Bonds means Shaftesbury Chinatown PLC's £290,000,000 2.348% guaranteed first mortgage bonds due 2027 and the Shaftesbury Carnaby PLC's £285,000,000 2.487% guaranteed first mortgage bonds due 2031.

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).

Takeover Code means The City Code on Takeovers and Mergers.

Termination Date means the Initial Termination Date or such later date as shall apply following an extension effected pursuant to Clause 6.3 (*Extension of the Facility*).

Total Commitments means the aggregate of the Commitments being £576,000,000 (five hundred and seventy six million pounds sterling) at the date of this Agreement.

Transfer Certificate means a certificate substantially in the form set out in Schedule 4 (*Form of Transfer Certificate*) or any other form agreed between the Agent and the Borrower.

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

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

Unpaid Sum means any sum due and payable but unpaid by the Borrower under a Finance Document.

Utilisation means a utilisation of the Facility.

Utilisation Date means the date of a Utilisation, being the date on which a Loan is to be made.

Utilisation Request means a notice substantially in the form set out in Part 1 of Schedule 3 (*Utilisation Request*).

Valuation means any valuation of the Properties by the Valuer, supplied at the request of the Agent pursuant to Clause 19.5 (*Valuations*), prepared on the basis of the Market Value.

Value means the value of the Properties on the basis of the Market Value and as reflected in the most recent to occur of:

- (a) the latest Valuation; or
- (b) the latest financial statements delivered pursuant to Clauses 18.1(a) and 18.1(b) (*Financial statements*).

Valuer means CBRE Limited, Knight Frank LLP, Cushman & Wakefield inc., Savills plc, Jones Lang LaSalle Limited or any other surveyor or valuer appointed by the Borrower or any other relevant member of the Group.

VAT means:

- (a) any value added tax imposed by the Value Added Tax Act 1994;
- (b) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (c) any other tax of a similar nature, whether imposed in the United Kingdom or in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraphs (a) or (b) above, or imposed elsewhere.

1.2 Construction

- (a) Unless a contrary indication appears, any reference in any Finance Document to:
 - (i) the **Agent**, any **Mandated Lead Arranger**, any **Finance Party**, any **Lender**, the **Borrower**, any **Party** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents.
 - (ii) the Agent's "cost of funds" is a reference to the average cost (determined either on an actual or notional basis) which the Agent would incur if it were to fund, from whatever source(s) it may reasonably select, an amount equal to

the amount referred to in paragraph (b) of Clause 27.4 (*Clawback and pre-funding*);

- (iii) **assets** includes present and future properties, revenues and rights of every description;
 - (iv) a **Finance Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
 - (v) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (vi) **jurisdiction of incorporation** in the case of a Limited Partnership, is a reference to its jurisdiction of formation and registration;
 - (vii) a **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
 - (viii) 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 being a regulation, rule, official directive, request or guideline with which those to whom it applies customarily comply) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
 - (ix) **repay** (or any derivative form thereof) shall, subject to any contrary indication, be construed to include **prepay** (or, as the case may be, the corresponding derivative form thereof);
 - (x) a provision of law is a reference to that provision as amended or re-enacted;
 - (xi) a time of day is a reference to London time; and
 - (xii) the word **including** is without limitation and "include" shall be construed accordingly.
- (b) Clause and Schedule headings are for ease of reference only.
- (c) Unless a contrary indication appears, a term used in any other Finance Document or in any notice or certificate given under or in connection with any Finance Document has the same meaning in that Finance Document or notice or certificate as in this Agreement.
- (d) A Default (other than an Event of Default) is **continuing** if it has not been remedied or waived and an Event of Default is **continuing** if:
- (i) it is capable of remedy and has not been remedied, save that no remedy shall be available in respect of an Event of Default arising under Clause 21.2 (*Financial covenants*) or Clause 21.1 (*Non-payment*) in respect of the payment of the whole or any part of any Loan or any interest payable under Clause 8 (*Interest*); or
 - (ii) it has not been waived.

- (e) A reference in this Agreement to a page or screen of an information service displaying a rate shall include:
 - (i) any replacement page of that information service which displays that rate; and
 - (ii) the appropriate page of such other information service which displays that rate from time to time in place of that information service,

and, if such page or service ceases to be available, shall include any other page or service displaying that rate specified by the Agent after consultation with the Borrower.
- (f) A reference in this Agreement to a Central Bank Rate shall include any successor rate to, or replacement rate for, that rate.
- (g) Any Reference Rate Supplement overrides anything in:
 - (i) Schedule 8 (*Reference Rate Terms*); or
 - (ii) any earlier Reference Rate Supplement.
- (h) A Compounding Methodology Supplement relating to the Daily Non- Cumulative Compounded RFR Rate overrides anything relating to that rate in:
 - (i) Schedule 9 (*Daily Non-Cumulative Compounded RFR Rate*); or
 - (ii) any earlier Compounding Methodology Supplement.

1.3 **Currency symbols and definitions**

£, GBP and **sterling** denote the lawful currency of the United Kingdom.

1.4 **Third party rights**

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the Third Parties Act) to enforce or to enjoy the benefit of any term of that Finance Document.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary that Finance Document at any time.

2. **THE FACILITY**

2.1 **The Facility**

Subject to the terms of this Agreement, the Lenders make available to the Borrower a sterling term loan facility in an aggregate amount equal to the Total Commitments.

2.2 **Increase**

- (a) The Borrower may by giving prior notice to the Agent after the effective date of a cancellation of:
 - (i) the Available Commitments of a Defaulting Lender in accordance with Clause 7.7 (*Right of cancellation in relation to a Defaulting Lender*); or

- (ii) the Commitments of a Lender in accordance with:
 - (A) Clause 7.1 (*Illegality*); or
 - (B) paragraph (a) of Clause 7.6 (*Right of repayment and cancellation in relation to a single Lender*),

request that the Commitments be increased (and the Commitments shall be so increased) in an aggregate amount of up to the amount of the Available Commitments or Commitments so cancelled as follows:

- I. the increased Commitments will be assumed by one or more Lenders or other banks, financial institutions, trusts, funds or other entities (each an **Increase Lender**) selected by the Borrower and each of which confirms in writing (whether in the relevant Increase Confirmation or otherwise) its willingness to assume and does assume all the obligations of a Lender corresponding to that part of the increased Commitments which it is to assume, as if it had been an Original Lender;
- II. the Borrower and any Increase Lender shall assume obligations towards one another and/or acquire rights against one another as the Borrower and the Increase Lender would have assumed and/or acquired had the Increase Lender been an Original Lender;
- III. each Increase Lender shall become a Party as a "Lender" and any Increase Lender and each of the other Finance Parties shall assume obligations towards one another and acquire rights against one another as that Increase Lender and those Finance Parties would have assumed and/or acquired had the Increase Lender been an Original Lender;
- IV. the Commitments of the other Lenders shall continue in full force and effect; and
- V. any increase in the Commitments shall take effect on the date specified by the Borrower in the notice referred to above or any later date on which the conditions set out in Clause 2.2(b) below are satisfied.

(b) An increase in the Commitments will only be effective on:

- (i) the execution by the Agent of an Increase Confirmation from the relevant Increase Lender; and
- (ii) in relation to an Increase Lender which is not a Lender immediately prior to the relevant increase, the Agent being satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the assumption of the increased Commitments by that Increase Lender. The Agent shall promptly notify the Borrower and the Increase Lender upon being so satisfied.

(c) Each Increase Lender, by executing the Increase Confirmation, confirms (for the avoidance of doubt) that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender

or Lenders in accordance with this Agreement on or prior to the date on which the increase becomes effective.

- (d) The Borrower shall, promptly on demand, pay the Agent the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with any increase in Commitments under this Clause 2.2.
- (e) The Borrower may pay to the Increase Lender a fee in the amount and at the times agreed between the Borrower and the Increase Lender in a Fee Letter.
- (f) Any Increase Lender which is not a Lender immediately prior to the relevant increase shall, on the date upon which the increase takes effect as contemplated by paragraph (a)(ii)(B)V of this Clause 2.2, pay to the Agent (for its own account) a fee of £2,500.
- (g) Clause 22.4 (*Limitation of responsibility of Existing Lenders*) shall apply mutatis mutandis in this Clause 2.2 in relation to an Increase Lender as if references in that Clause to:
 - (i) an **Existing Lender** were references to all the Lenders immediately prior to the relevant increase;
 - (ii) the **New Lender** were references to that **Increase Lender**; and
 - (iii) a **re-transfer** and **re-assignment** were references to respectively a **transfer** and **assignment**

2.3 Finance Parties' rights and obligations

- (a) The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.
- (b) The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from the Borrower is a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with paragraph (c) below. The rights of each Finance Party include any debt owing to that Finance Party under the Finance Documents and, for the avoidance of doubt, any part of a Loan or any other amount owed by the Borrower which relates to a Finance Party's participation in the Facility or its role under a Finance Document (including any such amount payable to the Agent on its behalf) is a debt owing to that Finance Party by the Borrower.
- (c) A Finance Party may, except as otherwise stated in the Finance Documents, separately enforce its rights under the Finance Documents.

3. PURPOSE

3.1 Purpose

The Borrower shall apply all amounts borrowed by it under the Facility towards refinancing or redeeming (or on-lending within the Group to refinance or redeem) all or part of the Target Mortgage Bonds and financing the payment of breakage costs, redemption premia, prepayment

fees and/or other fees, costs and expenses payable in connection with such refinancing or redemption.

3.2 **Monitoring**

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4. **CONDITIONS OF UTILISATION**

4.1 **Initial conditions precedent**

- (a) The Lenders will only be obliged to comply with Clause 5.4 (*Lenders' participation*) in relation to any Utilisation if on or before the Utilisation Date for that Utilisation, the Agent has received (or waived in writing the requirement to deliver by acting on the instructions of the Majority Lenders) all of the documents and other evidence listed in Part 1 of Schedule 2 (*Conditions Precedent to First Utilisation*) which, other than the documents and evidence described in paragraphs 5.3 and 5.4 of that Schedule, shall be in form and substance satisfactory to the Agent. The Agent shall notify the Borrower and the Lenders promptly upon being so satisfied.
- (b) Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives the notification described in paragraph (a) above, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving such notification.

4.2 **Further conditions precedent**

Subject to Clause 4.3 (*Certain Funds*), the Lenders will only be obliged to comply with Clause 5.4 (*Lenders' participation*) if on the date of the relevant Utilisation Request and on the proposed Utilisation Date:

- (a) no Default is continuing or would result from the proposed Loan; and
- (b) the Repeating Representations to be made by the Borrower are true in all material respects.

4.3 **Certain Funds**

- (a) During the Certain Funds Period (save in circumstances where, pursuant to Clause 4.3(b), a Lender is not obliged to comply with Clause 5.4 (*Lenders' participation*)), none of the Finance Parties shall be entitled to:
 - (i) cancel any of its Commitments to the extent to do so would prevent or limit the making of a Utilisation or which would require a Utilisation to be repaid or prepaid;
 - (ii) rescind, terminate or cancel this Agreement or the Facility or exercise any similar right or remedy or make or enforce any claim under the Finance Documents or otherwise which it may have to the extent to do so would prevent or limit the making of a Utilisation or which would require a Utilisation to be repaid or prepaid;
 - (iii) refuse to participate in the making of a Utilisation;

- (iv) exercise any right of rescission, set-off or counterclaim or similar right or remedy to make or enforce any claim under or pursuant to the Finance Documents or otherwise to the extent to do so would prevent or limit the making of a Utilisation or which would require a Utilisation to be repaid or prepaid; or
- (v) cancel, accelerate or cause repayment or prepayment of any amounts owing under this Agreement or under any other Finance Document to the extent to do so would prevent or limit the making of a Utilisation or which would require a Utilisation to be repaid or prepaid,

provided that immediately after the expiry of the Certain Funds Period all such rights, remedies and entitlements shall be available to the Finance Parties notwithstanding that they may not have been used or been available for use during the Certain Funds Period if the underlying event, circumstance or other matter giving rise to such right, remedy or entitlement (as applicable) is still subsisting at such time.

- (b) Clause 4.3(a) does not apply if:
 - (i) the Borrower has not delivered all of the documents and evidence required to be delivered in accordance with Clause 4.1 (*Initial conditions precedent*) unless, in respect of any document or item of evidence, the Agent has expressly waived the requirement to deliver that document or item of evidence;
 - (ii) a Major Representation is not correct in all material respects or will not be correct in all material respects immediately after a proposed Loan is made;
 - (iii) a Major Default is then continuing or would result from a proposed Loan; or
 - (iv) it is, in any applicable jurisdiction, unlawful for any Lender (and not, for the avoidance of doubt, any Affiliate of that Lender) to perform any of its obligations as contemplated by any Finance Document or to fund or maintain its participation in any Loan, provided that such event shall not release the other Lenders from their obligation to make available their proportion of the relevant Loan in accordance with this Clause 4.

4.4 **Conflict**

In the event of any conflict or inconsistency between Clause 4.3 (*Certain Funds*) and any other term of a Finance Document, Clause 4.3 (*Certain Funds*) will prevail.

4.5 **Debt syndication during the Certain Funds Period**

Each of the Lenders confirms that it is aware of and agrees to act in accordance with the terms and requirements of Practice Statement No. 25 (*Debt Syndication during Offer Periods*) issued by the Panel.

4.6 **Maximum number of Loans**

The Borrower may not deliver a Utilisation Request if as a result of the proposed Utilisation four or more Loans would be outstanding.

5. UTILISATION

5.1 Delivery of a Utilisation Request

The Borrower may utilise the Facility by delivery to the Agent of a duly completed Utilisation Request not later than 11.00 a.m. two Business Days before the proposed Utilisation Date.

5.2 Completion of a Utilisation Request

- (a) Each Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:
 - (i) the proposed Utilisation Date is a Business Day within the Certain Funds Period and the Availability Period;
 - (ii) the amount of the proposed Loan is at least £5,000,000;
 - (iii) the currency and amount of the Utilisation comply with Clause 5.3 (*Currency and amount*);
 - (iv) the proposed Interest Period complies with Clause 9 (*Interest Periods*); and
 - (v) the information required to be provided pursuant to Clause 20.11 (*The Acquisition*) has been provided or is provided with that Utilisation Request.
- (b) Only one Loan may be requested in each Utilisation Request.

5.3 Currency and amount

- (a) The currency specified in the Utilisation Request must be sterling.
- (b) The amount of the proposed Loan must be an amount which (when aggregated with all Loans then outstanding or requested pursuant to a Utilisation Request and not yet drawn) is on the proposed Utilisation Date not more than the aggregate Total Commitments.

5.4 Lenders' participation

- (a) If the conditions set out in this Agreement have been met and subject to Clause 6.1 (*Repayment*), each Lender shall make its participation in each Loan available by the relevant Utilisation Date through its Facility Office.
- (b) The amount of each Lender's participation in the relevant Loan will be equal to the proportion borne by its Commitment to the Total Commitments on the proposed Utilisation Date for that Loan.
- (c) The Agent shall notify each Lender of the amount of each Loan and the amount of its participation in that Loan by no later than 2.00 p.m. two Business Days before the Utilisation Date.

5.5 Cancellation of Commitment

The Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Certain Funds Period.

6. REPAYMENT

6.1 Repayment

The Borrower shall repay the Loans in full on the Termination Date.

6.2 Reborrowing

No Borrower may reborrow any part of the Facility which is repaid.

6.3 Extension of the Facility

- (a) The Borrower shall be entitled to:
 - (i) extend the Termination Date without the consent of the Lenders by delivering to the Agent a notice (substantially in the form set out in Part 2 of Schedule 3 (*Form of Extension Notice*) (an "**Extension Notice**") not earlier than 60 days and not later than 30 days prior to the Initial Termination Date, stating that the Facility be extended for a period of six Months from the Initial Termination Date (the date falling at the end of such six Month period being the "**First Extended Termination Date**") (the "**First Extension Option**"); and
 - (ii) request by giving the Agent a notice (substantially in the form set out in Part 3 of Schedule 3 (*Form of Extension Request*) (an "**Extension Request**") not earlier than 60 days and not later than 30 days prior to the First Extended Termination Date that the Facility be extended for a period of six Months from the First Extended Termination Date (the date falling at the end of such second six Month period being the "**Second Extended Termination Date**") (the "**Second Extension Option**"),

in each case, subject to no Default continuing or resulting from the proposed extension on the date of the Extension Notice or Extension Request (as applicable) (including the Borrower being in compliance with Clause 19 (*Financial Covenants*)), and the Repeating Representations then being true in all material respects.
- (b) Once delivered an Extension Notice and (subject to paragraph (i) below) an Extension Request is irrevocable.
- (c) The Agent will promptly notify the Lenders if it receives an Extension Notice from the Borrower under Clause 6.3(a)(i) or an Extension Request under Clause 6.3(a)(ii).
- (d) If the Borrower elects to extend the Facility in accordance with Clause 6.3(a)(i) above, the Facility will continue for the period of the relevant extension and the "Termination Date" will be construed as the First Extended Termination Date in respect of all the Lenders.
- (e) If a Lender, in its individual and sole discretion, agrees to an Extension Request given under Clause 6.3(a)(ii)] it shall give notice to the Agent to that effect no later than the date falling 15 days after the date of receipt by the Agent of the Extension Request (a "**Consenting Lender**").
- (f) If, following receipt of an Extension Request, a Lender does not give the notice referred to in paragraph (e) above by the date falling 15 days after the date of receipt by the Agent of the relevant Extension Request it shall be deemed to have refused such Extension Request.

- (g) Nothing herein shall oblige a Lender to agree to any Extension Request or to give the notice referred to in paragraph (e) above, but once given, such notice shall be irrevocable.
- (h) The Agent shall promptly notify the Borrower and the other Lenders of the response of each Lender to an Extension Request.
- (i) If some, but not all, of the Lenders are Consenting Lenders, the Borrower may, no later than five days prior to the First Extended Termination Date notify the Agent that the Borrower does not wish to extend the First Extended Termination Date in accordance with the Extension Request. If the Borrower does so notify the Agent, the First Extended Termination Date shall not be so extended in accordance with this Clause 6.3 (*Extension of the Facility*).
- (j) If there is one or more than one Consenting Lender, then subject to paragraph (i) above, the First Extended Termination Date shall be extended to the Second Extended Termination Date.
- (k) If there is one or more than one Consenting Lender and the First Extended Termination Date is extended in accordance with paragraph (j) above:
 - (i) any Lender which does not agree (or is deemed to have refused pursuant to paragraph (f)) to the Extension Request will cease to be a Lender (an **"Exiting Lender"**) on the First Extended Termination Date;
 - (ii) any amounts (including fees or interest) outstanding to an Exiting Lender in respect of any Utilisation shall be repaid in accordance with the provisions of this Agreement no later than the First Extended Termination Date;
 - (iii) the Facility will continue until (and including) the Second Extended Termination Date and **"Termination Date"** will be construed accordingly in respect of the Consenting Lenders; and
 - (iv) with effect on and from First Extended Termination Date, the Commitment of any Exiting Lender shall be reduced to zero and the Commitments will be reduced by the amount of that Exiting Lender's Commitment and, in any such event, the Agent shall promptly inform the Borrower and the Lenders of the amount of the Total Commitments following such reduction.
- (l) To the extent that the Termination Date is extended pursuant to this Clause 6.3 then, within 5 Business Days of the effective date of each such extension, the Borrower shall pay to the Agent (for the account of each extending Lender) a fee equal to 0.25% of the then Commitments of each Lender which have been so extended.

7. PREPAYMENT AND CANCELLATION

7.1 Illegality

If, in any applicable jurisdiction, it becomes unlawful for any Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in a Loan or it becomes unlawful for any Affiliate of a Lender for that Lender to do so:

- (a) that Lender shall promptly notify the Agent upon becoming aware of that event;
- (b) upon the Agent notifying the Borrower, the Commitment of that Lender will be immediately cancelled; and

- (c) the Borrower shall repay that Lender's participation in the Loans made to it on:
 - (i) the last day of the current Interest Period for each Loan occurring after the Agent has notified the Borrower; or
 - (ii) if earlier, the date specified by the Lender (if any) in the notice delivered to the Agent under paragraph (a) above (being no earlier than the last day of any applicable grace period permitted by law).

7.2 Change of control

- (a) Subject to paragraph (b) below, if any person or group of persons acting in concert gains control of the Borrower:
 - (i) the Borrower shall promptly notify the Agent upon becoming aware of that event;
 - (ii) a Lender shall not be obliged to fund a Loan;
 - (iii) if a Lender so requires and notifies the Agent within 30 days of the Borrower notifying the Agent of the event, the Agent shall, by not less than 10 days' notice to the Borrower cancel the Commitment of that Lender and declare the participation of that Lender in the outstanding Loans, together with accrued interest, and all other amounts accrued to that Lender under the Finance Documents immediately due and payable, whereupon the Commitment of that Lender will be cancelled and all such outstanding amounts will become immediately due and payable.
- (b) From (and including) the date of this Agreement to (and including) the last day of the Certain Funds Period, paragraph (a) shall be suspended and shall not apply and none of the Finance Parties shall be permitted to take any of the actions described in Clause 7.2(a) as a result of any person or group of persons acting in concert gaining control of the Borrower provided however that such rights shall be available to the Finance Parties upon the expiry of the Certain Funds Period and, notwithstanding the foregoing, the notices referred to in Clause 7.2(a)(iii) may be served during the Certain Funds Period but only on the basis that each such notice takes effect on the later of the end of the Certain Funds Period and the expiry of the relevant notice period provided in Clause 7.2(a)(iii).
- (c) For the purpose of Clause (a) above **control** means:
 - (i) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:
 - (A) cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the relevant entity; or
 - (B) appoint or remove all, or the majority, of the directors or other equivalent officers of the relevant entity; or
 - (C) give directions with respect to the operating and financial policies of the relevant entity with which the directors or other equivalent officers of the relevant entity are obliged to comply; and/or

- (ii) the holding beneficially of more than 50% of the issued share capital of the relevant entity (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).
- (d) For the purpose of Clause 7.2(a) above **acting in concert** has the meaning given to such term in the City Code on Takeovers and Mergers and the presumptions specified therein in relation to the term **acting in concert** shall apply to such term as used in this Agreement.

7.3 Voluntary cancellation

The Borrower may, if it gives the Agent not less than five Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, cancel the whole or any part (being a minimum amount of £1,000,000) of the Total Commitments. Any cancellation under this Clause 7.3 shall reduce the Commitments of the Lenders rateably.

7.4 Voluntary prepayment of Loans

The Borrower may, if it gives the Agent not less than five RFR Banking Days' (or such shorter period as the Majority Lenders may agree) prior written notice, prepay the whole or any part of the Loans (but, if in part, being an amount that reduces the amount of the Loans by a minimum amount of £1,000,000).

7.5 Mandatory Prepayment

- (a) The Borrower shall prepay Loans in amounts equal to the following amounts at the times and in the order of application set out in paragraph (b) below:
 - (i) the amount of Debt Proceeds;
 - (ii) the amount of Equity Issue Proceeds to the extent that such Equity Issue Proceeds are not applied or directed by the Borrower to be applied in discharging the consideration and/or costs, expenses and taxes payable by a member of the Group in connection with an Exempted Acquisition; and
 - (iii) the amount of Disposal Proceeds received in cash to the extent that the same have not been applied within 12 months of receipt in reinvestment in the business of the Group including applying the same towards capital expenditure.
- (b) To the extent that the amount of Debt Proceeds, Equity Issue Proceeds or Disposal Proceeds required to be applied in prepayment of Loans pursuant to Clause 7.5(a) exceeds the aggregate amount of Loans then outstanding then an amount of the Available Commitments equal to such excess shall be cancelled by the Borrower in accordance with Clause 7.3 (*Voluntary cancellation*) promptly upon (and in any event within 5 Business Days of) receipt of such proceeds.
- (c) A prepayment under this Clause 7.5 shall be applied in prepayment of the Loans *pro rata* promptly upon (and in any event within 5 Business Days of) receipt of such proceeds.

7.6 Right of repayment and cancellation in relation to a single Lender

- (a) If:

- (i) any sum payable to any Lender by the Borrower is required to be increased under Clause 12.2(c) (*Tax gross-up*); or
- (ii) any Lender claims indemnification from the Borrower under Clause 12.3 (*Tax indemnity*) or Clause 13.1 (*Increased costs*),

the Borrower may, whilst the circumstance giving rise to the requirement for that increase or indemnification continues, give the Agent notice of cancellation of the Commitment of that Lender and its intention to procure the repayment of that Lender's participation in the Loans.

- (b) On receipt of a notice of cancellation referred to in paragraph (a) above, the Available Commitment of that Lender shall immediately be reduced to zero.
- (c) On the last day of each Interest Period which ends after the Borrower has given notice of cancellation under paragraph (a) above (or, if earlier, the date specified by the Borrower in that notice), the Borrower shall repay that Lender's participation in the Loans together with any accrued interest and that Lender's corresponding Commitment shall be immediately cancelled in the amount of the participations repaid.

7.7 Right of cancellation in relation to a Defaulting Lender

- (a) If any Lender becomes a Defaulting Lender, the Borrower may, at any time whilst the Lender continues to be a Defaulting Lender, give the Agent five Business Days' notice of cancellation of each Available Commitment of that Lender.
- (b) On the notice referred to in paragraph (a) above becoming effective, each Available Commitment of the Defaulting Lender shall immediately be reduced to zero.
- (c) The Agent shall as soon as practicable after receipt of a notice referred to in paragraph (a) above, notify all the Lenders.

7.8 Restrictions

- (a) Any notice of cancellation or prepayment given by any Party under this Clause 7 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.
- (b) Any prepayment or cancellation under this Agreement shall be made together with all accrued interest due and payable in connection with such prepayment.
- (c) The Borrower may not reborrow any part of the Facility which is prepaid.
- (d) The Borrower shall not repay or prepay all or any part of a Loan or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.
- (e) Subject to Clause 2.2 (*Increase*), no amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.
- (f) If the Agent receives a notice under this Clause 7 it shall promptly forward a copy of that notice to either the Borrower or the affected Lender, as appropriate.

- (g) If all or part of any Lender's participation in a Loan is repaid or prepaid an amount of that Lender's Commitment (equal to the amount of the participation which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment.
- (h) Any prepayment of a Loan (other than a prepayment to a single Lender pursuant to Clause 6.3 (*Extension of the Facility*), Clause 7.1 (*Illegality*), Clause 7.2 (*Change of control*) or Clause 7.6 (*Right of repayment and cancellation in relation to a single Lender*)) shall be applied pro rata to each Lender's participation in that Loan.

8. INTEREST

8.1 Calculation of interest

- (a) The rate of interest on each Loan for any day during an Interest Period is the percentage rate per annum which is the aggregate of the applicable:
 - (i) Margin; and
 - (ii) Compounded Reference Rate for that day.
- (b) If any day during an Interest Period for a Loan is not an RFR Banking Day, the rate of interest on that Loan for that day will be the rate applicable to the immediately preceding RFR Banking Day.
- (c) For the purposes of this Agreement, "Margin" means the per cent per annum set out below in the column opposite that period:

Period	Margin
From and including the date of this Agreement to (but excluding) the earlier of (the " Relevant Date "): (i) the Acquisition Completion Date and (ii) 31 December 2022	0.75% per annum
From and including the Relevant Date to (but excluding) the date falling 12 Months after the date of this Agreement	1.50% per annum
From and including the date falling 12 Months after the date of this Agreement to (but excluding) the date falling 18 Months after the date of this Agreement	1.75% per annum
From and including the date falling 18 Months after the date of this Agreement to (but excluding) the date falling 24 Months after the date of this Agreement	2.00% per annum
From and including the date falling 24 Months after the date of this Agreement to (but excluding) the date falling 30 Months after the date of this Agreement	2.75% per annum
From and including the date falling 30 Months after the date of this Agreement to (but excluding) the date	3.25% per annum

falling 36 Months after the date of this Agreement	
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8.2 Payment of interest

The Borrower shall pay accrued interest on each Loan on the last day of each Interest Period.

8.3 Default interest

- (a) If the Borrower fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which is two per cent. higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan in the currency of the overdue amount for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing under this Clause 8.3 shall be immediately payable by the Borrower on demand by the Agent.
- (b) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

8.4 Notifications

- (a) The Agent shall promptly upon an Interest Payment being determinable notify:
 - (i) the Borrower of that Interest Payment;
 - (ii) each relevant Lender of the proportion of that Interest Payment which relates to that Lender's participation in the relevant Loan; and
 - (iii) the relevant Lenders and the Borrower of each applicable rate of interest relating to the determination of that Interest Payment.
- (b) This Clause 8.4 shall not require the Agent to make any notification to any Party on a day which is not a Business Day.

9. INTEREST PERIODS

9.1 Interest Periods

- (a) The Borrower may select an Interest Period for a Loan in the Utilisation Request for that Loan.
- (b) Subject to this Clause 9, the Borrower may select an Interest Period of any period specified in the Reference Rate Terms or for any other period agreed between the Borrower and the Agent (acting on the instructions of all the Lenders). In the absence of selection by the Borrower an Interest Period shall be 3 Months.
- (c) An Interest Period for a Loan shall not extend beyond the Termination Date.
- (d) Each Interest Period for a Loan shall start on the Utilisation Date or (if already made) on the last day of its preceding Interest Period.
- (e) No Interest Period shall be longer than three Months.

9.2 Non-Business Days

Any rules specified as "Business Day Conventions" in the Reference Rate Terms shall apply to each Interest Period.

10. CHANGES TO THE CALCULATION OF INTEREST

10.1 Without prejudice to, or limiting, Clause 33.3 (*Changes to the Reference Rates*), if there is no applicable RFR or Central Bank Rate for the purposes of calculating the Daily Non-Cumulative Compounded RFR Rate for an RFR Banking Day during an Interest Period for a Loan:

- (a) the Agent shall notify the Borrower and the Lenders as soon as reasonably practicable following such event; and
- (b) the Agent and the Borrower shall (for a period of not more than thirty days) enter into negotiations with a view to agreeing a substitute basis for determining the rates of interest.

10.2 Any alternative basis agreed pursuant to Clause 10.1 above shall, with the prior consent of all the Lenders and the Borrower, be binding on all Parties.

11. FEES

11.1 Ticking fee

- (a) The Borrower shall pay to the Agent (for the account of each Lender) a fee in respect of each period set out in the column headed "Period" below at the rate set out in the column headed "Fee" below opposite that period on that Lender's Available Commitment:

Period	Fee
On and from the date of this Agreement to (but excluding) the earlier of the Acquisition Completion Date and 31 December 2022	Rate equal to 20 per cent. of applicable Margin per annum on that Lender's Available Commitment

- (b) No fee is payable to the Agent (for the account of a Lender) under this Clause 11.1 (*Ticking fee*) on any Available Commitment of a Lender for any day on which that Lender is a Defaulting Lender.
- (c) The accrued ticking fees referred to in this Clause 11.1 (*Ticking fee*) are calculated on a daily basis and are payable within five Business Days of the end of each financial quarter of the Borrower and within 5 Business Days of the earliest to occur of:
 - (i) the Acquisition Completion Date;
 - (ii) 31 December 2022; and
 - (iii) if the Total Commitments are cancelled in full, the date the cancellation is effective.
- (d) The ticking fees referred to in this Clause 11.1 (*Ticking fee*) shall cease to accrue on and from the earliest to occur of:
 - (i) the Acquisition Completion Date;
 - (ii) 31 December 2022; and

- (iii) if the Total Commitments are cancelled in full, the date the cancellation is effective.

11.2 Commitment fee

- (a) The Borrower shall pay to the Agent (for the account of each Lender) a commitment fee computed at the rate of 40 per cent of the applicable Margin per annum on that Lender's Available Commitment from the earlier of: (x) the Acquisition Completion Date and (y) 31 December 2022 until the earlier of: (i) the end of the Availability Period or (ii) if the Total Commitments are cancelled in full, the date the cancellation is effective.
- (b) The accrued commitment fee is payable on the last day of each quarter of the financial year of the Borrower, on the last day of the Availability Period and, if cancelled in full, on the cancelled amount of the relevant Lender's Commitment at the time the cancellation is effective.
- (c) No commitment fee is payable to the Agent (for the account of a Lender) on any Available Commitment of that Lender for any day on which that Lender is a Defaulting Lender.

11.3 Upfront fee

The Borrower shall pay to each Original Lender (for its own account) an upfront fee in the amount and at the times agreed in a Fee Letter.

11.4 Agency fee

The Borrower shall pay to the Agent (for its own account) an agency fee in the amount and at the times agreed in a Fee Letter.

12. TAX GROSS UP AND INDEMNITIES

12.1 Definitions

- (a) In this Agreement:

Borrower DTTP Filing means an HM Revenue & Customs' Form DTTP2 duly completed and filed by the Borrower, which:

- (i) where it relates to a Treaty Lender that is an Original Lender, contains the scheme reference number and jurisdiction of tax residence stated opposite that Original Lender's name in Schedule 1 (*The Original Lenders*), and is filed with HM Revenue & Customs within 30 days of the date of this Agreement; or
- (ii) where it relates to a Treaty Lender that is a New Lender or an Increase Lender, contains the scheme reference number and jurisdiction of tax residence stated in respect of that Lender in the relevant Transfer Certificate, Assignment Agreement or Increase Confirmation, and is filed with HM Revenue & Customs within 30 days of that Transfer Date or date on which the increase in Commitments described in the relevant Increase Confirmation takes place.

Protected Party means a 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 a Finance Document.

Qualifying Lender means:

- (i) a Lender which is beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document and is:
 - (A) a Lender:
 - (1) which is a bank (as defined for the purpose of section 879 of the ITA) making an advance under a Finance Document and is within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance or would be within such charge as respects such payments apart from section 18A of the CTA; or
 - (2) in respect of an advance made under a Finance Document by a person that was a bank (as defined for the purpose of section 879 of the ITA) at the time that that advance was made and within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance; or
 - (B) a Lender which is:
 - (1) a company resident in the United Kingdom for United Kingdom tax purposes;
 - (2) a partnership each member of which is:
 - (a) a company so resident in the United Kingdom; or
 - (b) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or
 - (3) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company; or
 - (C) a Treaty Lender; or
- (ii) a Lender which is a building society (as defined for the purpose of section 880 of the ITA) making an advance under a Finance Document.

Tax Confirmation means a confirmation by a Lender that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:

- (i) a company resident in the United Kingdom for United Kingdom tax purposes; or
- (ii) a partnership each member of which is:
 - (A) a company so resident in the United Kingdom; or
 - (B) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or
- (iii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.

Tax Credit means a credit against, relief or remission for, or repayment of any Tax.

Tax Deduction means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction.

Tax Payment means either the increase in a payment made by the Borrower to a Finance Party under Clause 12.2 (*Tax gross-up*) or a payment under Clause 12.3 (*Tax indemnity*).

Treaty Lender means a Lender which:

- (i) is treated as a resident of a Treaty State for the purposes of the Treaty;
- (ii) does not carry on a business in the United Kingdom through a permanent establishment with which that Lender's participation in the Loans is effectively connected; and
- (iii) fulfils any conditions that must be fulfilled under the double taxation agreement for residents of that Treaty State to obtain full exemption from United Kingdom taxation on interest payable to that Lender in respect of an advance under Finance Document.

Treaty State means a jurisdiction having a double taxation agreement (a **Treaty**) with the United Kingdom which makes provision for full exemption from tax imposed by the United Kingdom on interest.

UK Non-Bank Lender means a Lender which gives a Tax Confirmation in the Assignment Agreement, Transfer Certificate or Increase Confirmation which it executes on becoming a Party.

- (b) Unless a contrary indication appears, in this Clause 12 a reference to **determines** or **determined** means a determination made in the absolute discretion of the person making the determination, acting reasonably and in good faith.

12.2 Tax gross-up

- (a) The Borrower shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law.
- (b) The Borrower shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Agent accordingly. Similarly, a Lender shall notify the Agent on becoming so aware in respect of a payment payable to that Lender. If the Agent receives such notification from a Lender it shall promptly notify the Borrower.
- (c) If a Tax Deduction is required by law to be made by the Borrower, the amount of the payment due from the Borrower 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) A payment shall not be increased under paragraph (c) above by reason of a Tax Deduction on account of Tax imposed by the United Kingdom, if on the date on which the payment falls due:
 - (i) the payment could have been made to the relevant Lender without a Tax Deduction if the Lender had been a Qualifying Lender, but on that date that Lender is not or has ceased to be a Qualifying Lender other than as a result of any change after the date it became a Lender under this Agreement in (or in the interpretation, administration, or application of) any law or Treaty, or any published practice or published concession of any relevant taxing authority; or
 - (ii) the relevant Lender is a Qualifying Lender solely by virtue of paragraph (i)(B) of the definition of Qualifying Lender and:
 - (A) an officer of HM Revenue & Customs has given (and not revoked) a direction (a **Direction**) under section 931 of the ITA which relates to the payment and that Lender has received from the Borrower making the payment or from the Borrower a certified copy of that Direction; and
 - (B) the payment could have been made to the Lender without any Tax Deduction if that Direction had not been made; or
 - (iii) the relevant Lender is a Qualifying Lender solely by virtue of paragraph (i)(B) of the definition of Qualifying Lender and:
 - (A) the relevant Lender has not given a Tax Confirmation to the Borrower; and
 - (B) the payment could have been made to the Lender without any Tax Deduction if the Lender had given a Tax Confirmation to the Borrower, on the basis that the Tax Confirmation would have enabled the Borrower to have formed a reasonable belief that the payment

was an "excepted payment" for the purpose of section 930 of the ITA;
or

- (iv) the relevant Lender is a Treaty Lender or was on the date when it became a Lender under this Agreement and prior to a change in (or in the interpretation, administration or application of) any law or Treaty or any published practice or published concession of any relevant taxing authority and the Borrower making the payment is able to demonstrate that the payment could have been made to the Lender without the Tax Deduction had that Lender complied with its obligations under paragraphs (g) or (i) below.
- (e) If the Borrower is required to make a Tax Deduction, it shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- (f) Within thirty days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Borrower shall deliver to the Agent for the Finance Party entitled to the payment a statement under section 975 of the ITA or other evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.
- (g)
 - (i) A Treaty Lender which becomes a Party on the day on which this Agreement is entered into that holds a passport under the HMRC DT Treaty Passport scheme, and which wishes that scheme to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence opposite its name in Schedule 1 (*The Original Lenders*); and
 - (ii) a New Lender or Increase Lender that is a Treaty Lender that holds a passport under the HMRC DT Treaty Passport scheme, and which wishes that scheme to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence in the Transfer Certificate, Assignment Agreement or Increase Confirmation which it executes,and, having done so, that Lender shall be under no obligation pursuant to paragraph (i) above.
- (h) Each Lender that includes the confirmation described in paragraph (g)(i) above in Schedule 1 (*The Original Lenders*) or the confirmation described in paragraph (g)(ii) above in the relevant Assignment Agreement, Transfer Certificate or Increase Confirmation thereby notifies the Borrower that, to the extent the HMRC DT Treaty Passport scheme is to apply in respect of that Lender's Commitment(s) or its participation in any Loan to the Borrower, the relevant Lender wishes the Borrower to file a Borrower DTTP Filing.
- (i) If a Lender has confirmed its scheme reference number and its jurisdiction of tax residence in accordance with paragraph (g)(ii) and:
 - (i) the Borrower making a payment to that Lender has not made a Borrower DTTP Filing in respect of that Lender (or, where that Lender has increased its Commitment under a Finance Document, the Borrower has not made a Borrower DTTP Filing in respect of that Lender following such increase in Commitment); or

- (ii) the Borrower making a payment to that Lender has made a Borrower DTTP Filing in respect of that Lender but:
 - (A) that Borrower DTTP Filing has been rejected by HM Revenue & Customs;
 - (B) HM Revenue & Customs has not given the Borrower authority to make payments to that Lender without a Tax Deduction within 60 days of the date of the Borrower DTTP Filing; or
 - (C) the Borrower has received authority from HM Revenue & Customs to make payments to such Lender without a Tax Deduction as a result of the Borrower DTTP Filing, but as a result of (i) a withdrawal or expiry of that authority; or (ii) a withdrawal or cessation of the DTTP scheme due to any change in law or change in practice of H.M. Revenue & Customs, it is no longer possible for the Borrower to make payments to the Lender without Tax Deduction by virtue of that authority,

and in each case, the Borrower has notified that Lender in writing that Lender and the Borrower shall co-operate in completing any additional procedural formalities necessary for that Borrower to obtain authorisation to make that payment without a Tax Deduction.

- (j) If a Lender has not confirmed its scheme reference number and jurisdiction of tax residence in accordance with paragraph (g)(ii), the Borrower shall not make a Borrower DTTP Filing or file any other form relating to the HMRC DT Treaty Passport scheme in respect of that Lender's Commitment(s) or its participation in any Loan unless the Lender otherwise agrees.
- (k) The Borrower shall, promptly on making a Borrower DTTP Filing, deliver a copy of that Borrower DTTP Filing to the Agent for delivery to the relevant Lender.
- (l) A UK Non-Bank Lender which becomes a Party on the day on which this Agreement is entered into gives a Tax Confirmation to the Borrower by entering into this Agreement.
- (m) A UK Non-Bank Lender shall promptly notify the Borrower and the Agent if there is any change in the position from that set out in the Tax Confirmation.

12.3 Tax indemnity

- (a) The Borrower shall (within three Business Days of demand by the Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.
- (b) Paragraph (a) above shall not apply:
 - (i) with respect to any Tax assessed on a Finance Party:
 - (A) under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or

- (B) under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party; or

- (ii) to the extent a loss, liability or cost:
 - (A) is compensated for by an increased payment under Clause 12.2 (*Tax gross-up*); or
 - (B) would have been compensated for by an increased payment under Clause 12.2 (*Tax gross-up*) but was not so compensated solely because one of the exclusions in Clause 12.2(d) (*Tax gross-up*) applied; or
 - (C) relates to a FATCA Deduction required to be made by a Party.
- (iii) A Protected Party making, or intending to make a claim, under paragraph (a) above shall promptly notify the Agent of the event which will give, or has given, rise to the claim, following which the Agent shall notify the Borrower.
- (iv) A Protected Party shall, on receiving a payment from the Borrower under paragraph (a) above, notify the Agent.

12.4 Tax Credit

If the Borrower makes a Tax Payment and the relevant Finance Party determines that:

- (a) a Tax Credit is attributable 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
- (b) that Finance Party has obtained and utilised that Tax Credit,

the Finance Party shall pay an amount to the Borrower which that Finance Party determines will leave it (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 to the Borrower.

12.5 Lender Status Confirmation

Each Lender which becomes a Party to this Agreement after the date of this Agreement shall indicate, in the Transfer Certificate, Assignment Agreement or Increase Confirmation which it executes on becoming a Party, and for the benefit of the Agent and without liability to the Borrower, which of the following categories it falls in:

- (a) not a Qualifying Lender;
- (b) a Qualifying Lender (other than a Treaty Lender); or
- (c) a Treaty Lender.

If a New Lender or Increase Lender fails to indicate its status in accordance with this Clause 12.5 then such New Lender or Increase Lender shall be treated for the purposes of this Agreement (including by the Borrower) as if it is not a Qualifying Lender until such time as it

notifies the Agent which category applies (and the Agent, upon receipt of such notification, shall inform the Borrower). For the avoidance of doubt, a Transfer Certificate, Assignment Agreement or Increase Confirmation shall not be invalidated by any failure of a Lender to comply with this Clause 12.5.

12.6 Stamp taxes

The Borrower shall pay and, within three Business Days of demand, indemnify each Finance Party against any cost, loss or liability that Finance Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document except for any such Tax or duty payable in connection with the entry into of a Transfer Certificate, Assignment Agreement or Increase Confirmation which is not entered into at the request of the Borrower.

12.7 Value added tax

- (a) All amounts expressed to be payable under a Finance Document by any Party to a 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, and accordingly, subject to paragraph (b) below, if VAT is or becomes chargeable on any supply made by any Finance Party to any Party under a Finance Document and such Finance Party is required to account to the relevant tax authority for the VAT, that Party must pay to such 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 the VAT (and such Finance Party must promptly provide an appropriate VAT invoice to that Party).
- (b) If VAT is or becomes chargeable on any supply made by any Finance Party (the **Supplier**) to any other Finance Party (the **Recipient**) under a Finance Document, and any Party other than the Recipient (the **Relevant Party**) is required by the terms of any Finance Document to pay an amount equal to the consideration for that supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):
 - (i) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Relevant Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this paragraph (i) applies) promptly pay to the Relevant Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient reasonably determines relates to the VAT chargeable on that supply; and
 - (ii) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Relevant Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.
 - (iii) Where a Finance Document requires any Party to reimburse or indemnify a Finance Party for any cost or expense, that Party shall reimburse or indemnify (as the case may be) such Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

- (iv) Any reference in this Clause 12.7 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 Value Added Tax Act 1994).
- (v) In relation to any supply made by a Finance Party to any Party under a Finance Document, if reasonably requested by such Finance Party, that Party must promptly provide such Finance Party with details of that Party's VAT registration and such other information as is reasonably requested in connection with such Finance Party's VAT reporting requirements in relation to such supply.

12.8 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;
 - (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 the other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that Party's compliance with any other laws, regulation or exchange of information regime.
- (b) If a Party confirms to another Party pursuant to subparagraph (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 Finance 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 its status or to supply forms, documentation or other information requested in accordance with paragraphs (a)(i) and (a)(ii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or information.

12.9 **FATCA Deduction**

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

12.10 **UK Bank Levy**

No amount, cost, loss or liability incurred by any Finance Party or any of their Affiliates which is attributable to the bank levy imposed by section 73 and schedule 19 of the Finance Act 2011 or to a similar form of charge, tax or levy imposed by any other jurisdiction, in each case as such is in force as at the date of this Agreement, shall be recoverable from the Borrower under this Clause 12 (*Tax Gross Up and Indemnities*) or any indemnity contained in a Finance Document.

13. **INCREASED COSTS**

13.1 **Increased costs**

- (a) Subject to Clause 13.3 (*Exceptions*) the Borrower shall, within three Business Days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Costs incurred by that Finance Party or any of its Affiliates as a result of:
 - (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation after the date of this Agreement;
 - (ii) compliance with any law or regulation made after the date of this Agreement; or
 - (iii) the implementation or application of or compliance with Basel III or CRD IV or any law or regulation implementing Basel III or CRD IV (whether that implementation, application or compliance is by a government, regulator, Finance Party or any of its Affiliates).
- (b) In this Agreement:

Increased Costs means:

 - (i) a reduction in the rate of return from the Facility or on a Finance Party's (or its Affiliate's) overall capital;
 - (ii) an additional or increased cost; or
 - (iii) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Commitment or funding or performing its obligations under any Finance Document.

13.2 Increased cost claims

- (a) A Finance Party intending to make a claim pursuant to Clause 13.1 (*Increased costs*) shall notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Borrower.
- (b) Each Finance Party shall, as soon as practicable after a demand by the Agent, provide a certificate confirming the amount of its Increased Costs.

13.3 Exceptions

- (a) Clause 13.1 (*Increased costs*) does not apply to the extent any Increased Cost:
 - (i) is attributable to a Tax Deduction required by law to be made by the Borrower;
 - (ii) is attributable to a FATCA Deduction required to be made by a Party;
 - (iii) is compensated for by Clause 12.3(a) (*Tax indemnity*) (or would have been compensated for under Clause 12.3(a) (*Tax indemnity*) but was not so compensated solely because any of the exclusions in Clause 12.3(b) (*Tax indemnity*) applied);
 - (iv) referred to in Clause 13.1(a)(iii) which was able to be quantified by the relevant Finance Party (or the relevant Finance Party had access to, or should reasonably have been able to gain access to, sufficient information that it should have been able to quantify) as at the date of becoming a Finance Party under this Agreement; or
 - (v) is attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation.
- (b) In this Clause 13 (*Increased costs*):
 - (i) **Basel III** means:
 - (A) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;
 - (B) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement - Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and
 - (C) any further guidance or standards published by the Basel Committee on Banking Supervision relating to "Basel III";
 - (ii) **CRD IV** means:
 - (A)

- 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 the 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 (the **Withdrawal Agreement Act**)) 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;
- III. direct EU legislation (as defined in the Withdrawal Act), which immediately before IP completion day (as defined in the Withdrawal Agreement Act) implemented EU CRD IV as it forms part of domestic law of the United Kingdom by virtue of the Withdrawal Act; and

(B)

- 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; and

(iii) **Tax Deduction** has the same meaning given to the term in Clause 12.1 (*Definitions*).

14. OTHER INDEMNITIES

14.1 Currency indemnity

- (a) If any sum due from the Borrower under the Finance Documents (a **Sum**), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the **First Currency**) in which that Sum is payable into another currency (the **Second Currency**) for the purpose of:
 - (i) making or filing a claim or proof against the Borrower;
 - (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Borrower shall as an independent obligation, within three Business Days of demand, indemnify each Finance Party to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

- (b) The Borrower waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

14.2 Other indemnities

The Borrower shall, within three Business Days of demand, indemnify each Finance Party against any cost, loss or liability incurred by that Finance Party as a result of:

- (a) the occurrence of any Event of Default;
- (b) a failure by the Borrower to pay any amount due under a Finance Document on its due date, including any cost, loss or liability arising as a result of Clause 26 (*Sharing Among the Finance Parties*);
- (c) funding, or making arrangements to fund, its participation in a Loan requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Finance Party alone); or
- (d) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower.

14.3 Indemnity to the Agent

The Borrower shall, within three Business Days of demand, indemnify the Agent against:

- (a) any cost, loss or liability incurred by the Agent (acting reasonably) as a result of:
 - (i) investigating any event which it reasonably believes is a Default;
 - (ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised; or
 - (iii) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement.
- (b) any cost, loss or liability incurred by the Agent (otherwise than by reason of the Agent's gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to Clause 27.12 (*Disruption to Payment Systems etc.*)) notwithstanding the Agent's negligence, or any other category of liability whatsoever but not including any claim based on the fraud of the Agent in acting as Agent under the Finance Documents.
- (c) The indemnity given by the Borrower under this Clause 14.3 is a continuing obligation, independent of the Borrower's other obligations under or in connection with any other Finance Document and shall survive after the Finance Documents have been terminated. It is not necessary for the Agent to pay any amount or incur any expense

before enforcing an indemnity under or in connection with this Agreement or any other Finance Document.

14.4 Acquisition indemnity

- (a) In this Clause 14.4, "**relevant litigation**" means any litigation proceeding arising, pending or threatened against a Finance Party in connection with or arising out of funding the redemption of the Target Mortgage Bonds consequent upon the Acquisition (whether or not made).
- (b) The Borrower shall, within ten Business Days of demand, indemnify each Finance Party (each an "**Indemnified Person**") against any cost, loss or liability which that Finance Party incurs as a consequence of any relevant litigation, unless it is caused by the gross negligence, wilful misconduct or fraud of that Finance Party or its breach contract.
- (c) A Finance Party shall notify the Borrower promptly on becoming aware, and in reasonable detail, of any relevant litigation and shall keep the Borrower informed of its progress, to the extent permitted by law and regulation.
- (d) A Finance Party shall conduct any relevant litigation properly, diligently and in good faith and will give careful consideration to the views of the Borrower in relation to such conduct and the appointment of professional advisers (prior to their appointment) in each case taking into account (to the extent reasonably practicable) both its interests and the interests of the Borrower and provided that if there is more than one Indemnified Person, only one legal counsel in any one jurisdiction shall be instructed at any one time (unless it is reasonably determined they have a conflict between themselves or it is not lawful in that jurisdiction to instruct only one such legal counsel).
- (e) A Finance Party may only settle, concede or compromise any claim in respect of any relevant litigation with the written consent of the Borrower (such consent not to be unreasonably withheld).
- (f) Notwithstanding paragraphs 14.4(c) to 14.4(e) above, a Finance Party is not required to disclose to the Borrower any matter in respect of which it is under a duty of non-disclosure or which is subject to any attorney/client privilege but shall, following a relevant litigation, use reasonable endeavours to seek consent from the relevant party to disclose to the Borrower all information in connection with the relevant litigation or as required by the Borrower.
- (g) The Borrower shall keep confidential any information disclosed by a Finance Party to it under this Clause 14.4 other than the Borrower may disclose such information:
 - (i) to any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives if any person to whom such information is to be given is informed in writing of its confidential nature and that some or all of such information may be price sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the information;
 - (ii) to any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock

exchange, listing authority or similar body or pursuant to any applicable law or regulation;

- (iii) to any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes; or
- (iv) with the consent of that Finance Party (such consent not to be unreasonably withheld).

15. MITIGATION BY THE LENDERS

15.1 Mitigation

- (a) Each Finance Party shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 7.1 (*Illegality*), Clause 12 (*Tax Gross Up and Indemnities*), Clause 13 (*Increased Costs*) or Clause 14.4 (*Acquisition indemnity*), including transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.
- (b) Paragraph (a) above does not in any way limit the obligations of the Borrower under the Finance Documents.

15.2 Limitation of liability

- (a) The Borrower shall, within three Business Days of demand, indemnify each Finance Party for all costs and expenses reasonably incurred by that Finance Party as a result of steps taken by it under Clause 15.1 (*Mitigation*).
- (b) A Finance Party is not obliged to take any steps under Clause 15.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

16. COSTS AND EXPENSES

16.1 Transaction expenses

The Borrower shall, within three Business Days of demand, pay the Agent and the Mandated Lead Arrangers the amount of all costs and expenses (including legal fees) reasonably incurred by any of them in connection with the negotiation, preparation, printing, and execution of:

- (a) this Agreement and any other documents referred to in this Agreement subject to any fee cap or other limit agreed between the Mandated Lead Arrangers and the Borrower; and
- (b) any other Finance Documents executed after the date of this Agreement.

16.2 Amendment costs

If (a) the Borrower requests an amendment, waiver or consent or (b) an amendment is required pursuant to Clause 27.11 (*Change of currency*), the Borrower shall, within three Business Days of demand, reimburse the Agent for the amount of all costs and expenses (including legal fees) reasonably incurred by it in responding to, evaluating, negotiating or complying with that request or requirement.

16.3 Enforcement and preservation costs

The Borrower shall, within three Business Days of demand, pay to each Finance Party the amount of all costs and expenses (including legal fees) incurred by that Finance Party in connection with the enforcement of, or the preservation of any rights under, any Finance Document and any proceedings commenced by any person against a Finance Party in connection with any transaction contemplated by or enforcing any right under a Finance Document.

17. REPRESENTATIONS

The Borrower makes the representations and warranties set out in this Clause 17 to each Finance Party.

17.1 Status

- (a) The Borrower is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) It has the power to own its assets and carry on its business as it is being conducted.

17.2 Binding obligations

The obligations expressed to be assumed by it in each Finance Document are, subject to the Legal Reservations, legal, valid, binding and enforceable obligations.

17.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents to which it is party do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (howsoever described) under any such agreement or instrument if such conflict has or would reasonably be expected to have a Material Adverse Effect.

17.4 Power and authority

- (a) It has the power to enter into, exercise its rights under, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents (other than the Acquisition).
- (b) No limit on its powers will be exceeded as a result of the borrowing or giving of guarantees or indemnities contemplated by the Finance Documents to which it is a party.

17.5 Validity and admissibility in evidence

- (a) All Authorisations required or desirable:
 - (i) to enable it lawfully to enter into and exercise its rights and comply with its obligations under the Finance Documents to which it is a party; and

- (ii) to make the Finance Documents to which it is a party admissible in evidence in its jurisdiction of incorporation,

have been obtained or effected and are in full force and effect, subject to the Legal Reservations.

- (b) All Authorisations necessary for the conduct of the business, trade and ordinary activities of the Borrower have been obtained or effected and are in full force and effect if failure to obtain or effect those Authorisations has or would reasonably be expected to have a Material Adverse Effect.

17.6 Governing law and enforcement

- (a) The governing law specified in each Finance Document will be recognised and enforced in its jurisdiction of incorporation, subject to the Legal Reservations.
- (b) Any judgment obtained in England in relation to a Finance Document will be recognised and enforced in its jurisdiction of incorporation, subject to the Legal Reservations.

17.7 Deduction of Tax

It is not required to make any deduction for or on account of Tax from any payment it may make under any Finance Document to a Lender which is:

- (a) a Qualifying Lender:
 - (i) falling within paragraph (i)(A) of the definition of Qualifying Lender; or
 - (ii) except where a Direction has been given under section 931 of the ITA in relation to the payment concerned, falling within paragraph (i)(B) of the definition of Qualifying Lender; or
 - (iii) falling within paragraph (ii) of the definition of Qualifying Lender; or
- (b) a Treaty Lender and the payment is one specified in a direction given by the Commissioners of Revenue & Customs under Regulation 2 of the Double Taxation Relief (Taxes on Income) (General) Regulations 1970 (SI 1970/488).

17.8 No filing or stamp taxes

It is not necessary that the Finance Documents be filed, recorded or enrolled with any court or other authority in any jurisdiction or that any stamp, registration or similar tax be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents.

17.9 No default

- (a) No Event of Default is continuing or would reasonably be expected to result from the making of any Utilisation or the entry into, or the performance of, or any transaction contemplated by, any Finance Document.
- (b) No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of the foregoing would constitute) a default or termination event (howsoever described) under any other agreement or instrument which is binding on

it or to which any of its assets are subject which has or would reasonably be expected to have a Material Adverse Effect.

17.10 No misleading information

- (a) All written factual information supplied by a member of the Group or on its or their behalf to the Valuer for the purposes of each Valuation was true and accurate in all material respects as at its date or (if appropriate) as at the date (if any) at which it is stated to be given.
- (b) All written factual information provided by or on behalf of any member of the Group to a Finance Party in connection with the Finance Documents was true, complete and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated to be given.
- (c) Any financial projections contained in the information referred to in paragraph (a) above have been prepared on the basis of recent historical information and on the basis of assumptions believed by the relevant member of the Group to be reasonable (in each case, as at the time such projections were prepared).

17.11 Financial statements

- (a) Its Original Financial Statements were prepared in accordance with GAAP consistently applied except to the extent disclosed to the Agent in writing to the contrary before the date of this Agreement.
- (b) Its Original Financial Statements fairly represent its financial condition and operations (consolidated if applicable) during the relevant financial year, except to the extent disclosed to the Agent in writing to the contrary before the date of this Agreement.
- (c) As at the date of this Agreement, there has been no material adverse change in its business or financial condition (or the business or consolidated financial condition of the Group, in the case of the Borrower) since the date of the Original Financial Statements.

17.12 No proceedings pending or threatened

No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, if adversely determined, would reasonably be expected to have a Material Adverse Effect have (to the best of its knowledge and belief (having made due and careful enquiry)) been started or threatened against it or any member of the Group.

17.13 Ranking

Its payment obligations under the Finance Documents rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

17.14 Sanctions

No member of the Group is a Restricted Person nor is it subject to any claim, proceeding, formal notice or official regulatory investigation with respect to any breach by it of any Sanction applicable to it.

17.15 Repetition

- (a) The representations set out in this Clause 17 are made by the Borrower with respect to itself only on the date of this Agreement.
- (b) The Repeating Representations are deemed to be made by the Borrower by reference to the facts and circumstances then existing on the date of each Utilisation Request and the first day of each Interest Period.

18. INFORMATION UNDERTAKINGS

The undertakings in this Clause 18 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

18.1 Financial statements

The Borrower shall supply to the Agent in sufficient copies for all the Lenders:

- (a) as soon as the same become available, but in any event within 180 days after the end of its financial years, its audited consolidated financial statements for that financial year; and
- (b) as soon as the same become available, but in any event within 90 days after the end of the first half of each of its financial years, its consolidated financial statements for that financial half year.

18.2 Compliance Certificate

- (a) The Borrower shall supply to the Agent with each set of financial statements delivered pursuant to Clause 18.1(a) and 18.1(b) above a Compliance Certificate as at the date at which those financial statements were drawn up.
- (b) Each Compliance Certificate shall be signed by one director of the Borrower.

18.3 Requirements as to financial statements

- (a) The Borrower shall procure that the Original Financial Statements and each set of financial statements delivered pursuant to Clause 18.1 (*Financial statements*):
 - (i) fairly presents its financial condition as at the date as at which those financial statements were drawn up; and
 - (ii) is prepared in accordance with GAAP consistently applied, accounting practices and financial reference periods consistent with those applied in the preparation of the Original Financial Statements unless, in relation to any set of financial statements, it notifies the Agent that there has been a change in GAAP, the accounting practices or reference periods and delivers to the Agent a description of any change necessary for those financial statements to reflect GAAP, accounting practices and reference periods upon which the Original Financial Statements were prepared.
- (b) Subject to paragraph (c) below:
 - (i) if so required by the Borrower or the Lenders following a notification under subparagraph (a)(ii) above, the Borrower and the Finance Parties shall negotiate in good faith with a view to agreeing such changes to the terms of Clause 19 (*Financial Covenants*) below as are necessary to place the

Borrower and the Finance Parties in the same position as if the change had not occurred; and

- (ii) subject to any amendments made pursuant to subparagraph (i) above, any reference in this Agreement to those financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared. Unless agreement is reached under subparagraph (b)(i) above on the required amendments to Clause 19 (*Financial Covenants*), the Borrower must supply with each set of its financial statements another set of financial statements which are reconciled to and prepared on the same basis as the Original Financial Statements.
- (c) Paragraph (b) above shall not apply in respect of any change to the accounting practices and financial reference periods adopted by any member of the Group where such change is made in order to prepare the financial statements of that member of the Group in accordance with IFRS and such change has been notified to and agreed by the Finance Parties prior to the first Utilisation.

18.4 Information: miscellaneous

The Borrower shall supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests):

- (a) all documents dispatched by it to its shareholders (or any class of them) or its creditors generally at the same time as they are dispatched;
- (b) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any member of the Group which if adversely determined have or would reasonably be expected to have a Material Adverse Effect; and
- (c) promptly, such further information regarding the financial condition, business and operations of any member of the Group as any Finance Party (through the Agent) may reasonably request (subject to any confidentiality obligations binding on that member of the Group).

18.5 Notification of default

- (a) The Borrower shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.
- (b) Promptly upon a request by the Agent (acting reasonably), the Borrower shall supply to the Agent a certificate signed by one of its directors on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

18.6 Use of websites

- (a) The Borrower may satisfy its obligation under this Agreement to deliver any information in relation to those Lenders (the **Website Lenders**) who accept this method of communication by posting this information onto an electronic website designated by the Borrower and the Agent (the **Designated Website**) if:
 - (i) the Agent expressly agrees (after consultation with each of the Lenders) that it will accept communication of the information by this method;

- (ii) both the Borrower and the Agent are aware of the address of and any relevant password specifications for the Designated Website; and
- (iii) the information is in a format previously agreed between the Borrower and the Agent.

If any Lender (a **Paper Form Lender**) does not agree to the delivery of information electronically then the Agent shall notify the Borrower accordingly and the Borrower shall supply the information to the Agent (in sufficient copies for each Paper Form Lender) in paper form. In any event the Borrower shall supply the Agent with at least one copy in paper form of any information required to be provided by it.

- (b) The Agent shall supply each Website Lender with the address of and any relevant password specifications for the Designated Website following designation of that website by the Borrower and the Agent.
- (c) The Borrower shall promptly upon becoming aware of its occurrence notify the Agent if:
 - (i) the Designated Website cannot be accessed due to technical failure;
 - (ii) the password specifications for the Designated Website change;
 - (iii) any new information which is required to be provided under this Agreement is posted onto the Designated Website;
 - (iv) any existing information which has been provided under this Agreement and posted onto the Designated Website is amended; or
 - (v) the Borrower becomes aware that the Designated Website or any information posted onto the Designated Website is or has been infected by any electronic virus or similar software.

If the Borrower notifies the Agent under paragraph (c)(i) or paragraph (c)(v) above, all information to be provided by the Borrower under this Agreement after the date of that notice shall be supplied in paper form unless and until the Agent and each Website Lender is satisfied that the circumstances giving rise to the notification are no longer continuing.

- (d) Any Website Lender may request, through the Agent, one paper copy of any information required to be provided under this Agreement which is posted onto the Designated Website. The Borrower shall comply with any such request within ten Business Days.

18.7 **"Know your customer" checks**

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

obliges the Agent or any Lender (or, in the case of paragraph (iii) above, any prospective new Lender) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, the Borrower shall promptly upon the request of the Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or, in the case of the event described in paragraph (iii) above, on behalf of any prospective new Lender) in order for the Agent, such Lender or, in the case of the event described in paragraph (iii) above, any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations or which it is required to carry out in accordance with its internal policies and procedures in relation to the transactions contemplated in the Finance Documents.

- (b) Each Lender shall promptly upon the request of the Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself) in order for the Agent to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations or which it is required to carry out in accordance with its internal policies and procedures in relation to the transactions contemplated in the Finance Documents.

19. FINANCIAL COVENANTS

19.1 Definitions

In this Clause 19.1:

Annual Measurement Period means a financial year of the Borrower.

Consolidated Interest Payable means, for a Measurement Period, the aggregate of all amounts of interest (including the interest element of leasing and hire purchase payments, capitalised interest and acceptance commission) and any other continuing, regular or periodic costs and expenses in the nature of interest (whether paid, payable or capitalised) but excluding any interest or interest element in respect of any intra-Group Financial Indebtedness, in each case incurred by any member of the Group in respect of Financial Indebtedness during that Measurement Period.

Consolidated Interest Receivable means, for a Measurement Period, all interest received or receivable by the Group (excluding any interest element in respect of any intra-Group Financial Indebtedness) during that Measurement Period.

Consolidated Net Borrowings means, in respect of the Borrower or the Group (as the case may be), at any time the aggregate amount of all obligations of the Borrower or all members of the Group (as the case may be) for or in respect of the principal amount of all Financial Indebtedness (other than any intra-Group Financial Indebtedness and any marked to market amount which has not fallen due for payment in respect of any derivative transaction) at that time less the aggregate of:

- (a) amounts credited to current accounts or deposits at banks, building societies and other financial institutions and certificates of deposit issued by any bank, building society or other financial institution whose short term debt is rated A2 or better by Standard & Poor's Corporation or P2 or better by Moody's Investors Services Inc. or is given an equivalent rating by a rating agency of equivalent international standing;

- (b) cash in hand;
- (c) the lower of book and market value of gilts issued by the United Kingdom Government;
- (d) the lower of book and market value of debt securities issued by any of the governments of the United States of America, Canada, Australia, Germany and France; and
- (e) prime commercial paper with a maturity of less than one year issued by persons whose long term debt is rated A- or better by Standard & Poor's Corporation or A3 or better by Moody's Investors Services Inc. and whose short term debt is rated A1/PI respectively or is given an equivalent rating by a rating agency of equivalent international standing,

in each case beneficially owned by the Borrower or a member of the Group (as the case may be) and which is capable of being applied against (or being made available to be applied against) such Financial Indebtedness.

Exceptional Items means any exceptional, one off, non-recurring or extraordinary items and any material non-cash write-offs as a result of tenant incentives or lease modifications whether of a recurring or non-recurring nature which are, in each case, reported in the relevant financial statements as such.

Half-Year Measurement Period means the first half of any financial year of the Borrower.

Interest Charges means Consolidated Interest Payable less Consolidated Interest Receivable during the relevant Measurement Period but excluding (to the extent included) any charge or credit arising from:

- (a) pension assets or liabilities;
- (b) share option grants; or
- (c) the fair value of derivative instruments other than the cash payments and normal accruals in respect of interest rate swaps; and
- (d) the finance element of any capitalised head rents or intermediate rents.

Measurement Period means an Annual Measurement Period or a Half-Year Measurement Period, with the first Measurement Period being the Half-Year Measurement Period ending 30 June 2022.

Net Rental Income means, for a Measurement Period:

- (a) gross rents receivable by any member of the Group during that Measurement Period;

less:

- (b) all property outgoings (including any external management fee) and ground and lease rents payable by any member of the Group during that Measurement Period but

excluding Exceptional Items, all as included in the most recent audited consolidated financial statements of the Borrower (in the case of an Annual Measurement Period) or the most recent six month consolidated financial statements of the Borrower (in the case of a Half-Year Measurement Period).

Relevant Properties means those Properties over which Security subsists to secure performance of the Target Mortgage Bonds provided that either (i) such Security is a floating

charge only; or (ii) such Security is a fixed security interest (whether by way of mortgage, fixed charge or security assignment) and the relevant member of the Group has requested the bond trustee of the Target Mortgage Bonds to approve the withdrawal of the relevant Property from such fixed security interest by release, surrender, reassignment or conveyance in accordance with the terms of the Target Mortgage Bonds.

Unencumbered Assets means the aggregate of:

- (a) the Value of all of the Properties less an amount equal to the Value of the Properties over which Security subsists to secure Financial Indebtedness; and
- (b) the Value of all Relevant Properties less an amount equal to the principal amount then outstanding of the Target Mortgage Bonds.

Unsecured Financial Indebtedness means the Consolidated Net Borrowings of the Borrower which are unsecured.

19.2 **Net Debt**

The Borrower shall ensure that Consolidated Net Borrowings of the Group shall not exceed 60% of the Value of all Properties.

19.3 **Interest Cover**

The Borrower shall ensure that at the end of each Measurement Period, Net Rental Income in respect of that Measurement Period is equal to or exceeds 100% Interest Charges for that Measurement Period.

19.4 **Unencumbered Assets**

The Borrower shall ensure that, with effect from and including the Measurement Period ending 30 June 2023 (to the extent that the Acquisition Completion Date is on or before 1 February 2023) or 31 December 2023 (to the extent that the Acquisition Completion Date is after 1 February 2023), the ratio of the total aggregate Unencumbered Assets of the Group to total aggregate Unsecured Financial Indebtedness is equal to or greater than 1.5:1.

19.5 **Valuations**

- (a) The Borrower shall provide a copy of each Valuation of the Properties by the Valuer supplied for the purpose of preparing the financial statements delivered pursuant to Clause 18.1 (*Financial statements*) to the Agent at the same time as such financial statements are delivered or, if a more recent valuation report of any Properties is available, the Borrower shall provide a copy of such valuation report to the Agent, provided that, in each case, the Borrower shall not be required to provide a copy of such valuation report if it could result in a breach of an obligation of confidentiality owed by a member of the Group, including pursuant to any financing arrangement, to any person.

19.6 **Calculation of financial covenants**

- (a) Except as provided to the contrary in this Agreement, an accounting term which is used in this Agreement is to be construed in accordance with GAAP applied in connection with the Original Financial Statements.
- (b) Unless expressly stated otherwise in this Clause 19, any amount, if that amount is to be calculated on the last day of a financial period of the Borrower, in a currency other

than sterling is to be taken into account at its sterling equivalent calculated on the basis of the relevant rates of exchange used by the Borrower in, or in connection with, its financial statements for that period.

- (c) No item must be credited or deducted more than once in any calculation under this Clause 19.

20. GENERAL UNDERTAKINGS

The undertakings in this Clause 20 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

20.1 Authorisations

The Borrower shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) supply certified copies to the Agent of,

any Authorisation required under any law or regulation of its jurisdiction of incorporation to enable it to enter into and perform its obligations under the Finance Documents to which it is a party and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Finance Document to which it is a party (subject to the Legal Reservations).

20.2 Compliance with laws

The Borrower shall comply in all respects with all laws and regulations to which it or its assets may be subject, if failure so to comply has or would reasonably be expected to have a Material Adverse Effect.

20.3 Negative pledge

In this Clause 20.3, "**Quasi-Security**" means an arrangement or transaction described in paragraph (b) below.

- (a) The Borrower shall not, and the Borrower shall ensure that no other member of the Group shall, create or permit to subsist any Security over any of its assets.
- (b) The Borrower shall not (and the Borrower shall ensure that no other member of the Group shall):
 - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by it or any other member of the Group;
 - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms (being terms which do not meet any requirement for de-recognition under GAAP);
 - (iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
 - (iv) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

(c) Paragraphs (a) and (b) above do not apply to any Security or (as the case may be) Quasi- Security, listed below:

- (i) any Security or Quasi-Security over or affecting any asset of the Group in existence as at the date of this Agreement or in connection with the refinancing of the liabilities secured by such Security or Quasi-Security provided that the principal amount secured by such Security or Quasi-Security (including pursuant to any refinancing) is not increased after the date of this Agreement;
- (ii) any Security or Quasi-Security of a member of the Target Group which is outstanding as at the date of this Agreement or which is created prior to the Acquisition Completion Date and any Security or Quasi-Security that is created either in order to comply with the requirements of such Security or Quasi-Security or the liabilities secured thereby or in connection with the refinancing of the liabilities secured by any such Security or Quasi-Security provided that the principal amount secured by such Security or Quasi-Security is not increased pursuant to such refinancing;
- (iii) any netting or set-off arrangement entered into by a member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;
- (iv) any payment or close out netting or set-off arrangement pursuant to any hedging transaction entered into by a member of the Group for the purpose of:
 - (A) hedging any risk to which it or any member of the Group is exposed in its ordinary course of business; or
 - (B) its interest rate or currency management operations which are carried out in the ordinary course of business and for non-speculative purposes only,excluding, in each case, any Security or Quasi-Security under a credit support arrangement in relation to a hedging transaction;
- (v) any lien arising by operation of law and in the ordinary course of business;
- (vi) a right of set-off included in a commercial contract entered into in the ordinary course of or for the purposes of, its business;
- (vii) any Security or Quasi-Security over or affecting any asset acquired by a member of the Group after the date of this Agreement if:
 - (A) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by a member of the Group;
 - (B) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group; and

- (C) the Security or Quasi-Security is removed or discharged within 90 days of the date of acquisition of such asset;
- (viii) any Security or Quasi-Security over or affecting any asset of any company which becomes a member of the Group after the date of this Agreement, where the Security or Quasi-Security is created prior to the date on which that company becomes a member of the Group, if:
 - (A) the Security or Quasi-Security was not created in contemplation of the acquisition of that company;
 - (B) the principal amount secured has not increased in contemplation of or since the acquisition of that company; and
 - (C) the Security or Quasi-Security is removed or discharged within six months of that company becoming a member of the Group unless that company has become a member of the Group pursuant to an Exempted Acquisition (as defined in Clause 20.4) in which case that time limit shall not apply;
- (ix) any Security or Quasi-Security entered into pursuant to any Finance Document;
- (x) any Security or Quasi-Security arising pursuant to legal proceedings discharged within 60 days or which are otherwise being contested in good faith or covered by insurance;
- (xi) any Security or Quasi-Security arising under rent deposit deeds in respect of real property leased or licensed to it in the ordinary course of its business;
- (xii) any Security over cash paid into an escrow or similar account in connection with an acquisition not restricted by this Agreement;
- (xiii) any (1) Security or Quasi Security over ownership interests in joint ventures to secure obligations to other joint venture partners and (2) customary rights of first refusal and drag, tag and similar rights in joint venture agreements with non-wholly owned Subsidiaries;
- (xiv) any Security or Quasi-Security which is a Permitted Transaction;
- (xv) any Security or Quasi-Security including any netting or set-off arrangement, right of retention over, right of set-off, flawed asset arrangement or combination of accounts or, as the case may be, any right to dispose of any cash or securities standing to the credit of an account or to apply such cash or securities towards discharging any liability or obligation of a member of the Group provided that:
 - (A) the same arises pursuant to the standard terms and conditions of the financial institution with which such cash or securities are held, or arises by operation of law, relating to the provision of financial services or account services generally; and
 - (B) the security interest or Quasi-Security only secures such cash, securities or other assets of a member of the Group held by or deposited with the relevant financial institution or its affiliates; and

- (C) no member of the Group has registered the same in any security registry or with the UK Registrar of Companies for the purposes of registering or perfecting that security;
- (xvi) any Security or Quasi-Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of business and on the supplier's standard or usual terms;
- (xvii) any Security or Quasi-Security which is granted by a member of the Group, provided that the grant of such Security or Quasi-Security would not result in a breach of Clause 19.4 (*Unencumbered Assets*); or
- (xviii) any Security or Quasi-Security created by the Borrower securing indebtedness, obligations or liabilities not permitted in any of the other paragraphs above, the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness, obligations or liabilities which have the benefit of Security given by any member of the Group and permitted only pursuant to this paragraph (xviii)) does not exceed £150,000,000 (or its equivalent) in aggregate at any time provided that the Security or Quasi-Security is created by no later than the date falling 12 months after the Acquisition Completion Date.

20.4 Acquisitions

Other than the Acquisition, the Borrower shall not and shall ensure that no member of the Group effects any acquisition which would constitute a Class 1 Transaction for the Borrower pursuant to the United Kingdom Listing Authority listing rules unless such acquisition is an Exempted Acquisition.

20.5 Disposals

- (a) The Borrower shall not (and shall ensure that no member of the Group shall) enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to Dispose of all or any part of any asset or any interest in a member of the Group.
- (b) Paragraph (a) above does not apply to any Disposal:
 - (i) by any member of the Group of any of its assets or any of its interests in any other member of the Group which is:
 - (A) on arms' length commercial terms; and
 - (B) made at a time when no Default is continuing or would result from such Disposal (or, if a Default (but not an Event of Default) is continuing, will no longer be continuing on completion of that Disposal);
 - (ii) by one member of the Group to another member of the Group;
 - (iii) for cash or cash equivalent instruments for purposes not otherwise prohibited by the Finance Documents;
 - (iv) comprising any dividend or distribution not otherwise prohibited by the Finance Documents;

- (v) of assets pursuant to any compulsory purchase order or required under any law or regulation;
- (vi) of shares or interests therein pursuant to management or employee share option schemes or pursuant to the raising of capital or as consideration in connection with a transaction (or to raise funds in order to discharge the consideration payable in connection with a transaction (including an acquisition)) not prohibited by this Agreement;
- (vii) pursuant to a Permitted Transaction;
- (viii) of cash, shares or other ownership interests which is made or undertaken to discharge the consideration payable for the purchase by any member of the Group of any of its shares or other ownership interests or debt instruments, or in connection with any dividend, capital reduction, or other distribution of whatsoever nature and which, in the case of a dividend, capital reduction or other distribution is made or to be paid or transferred by it to its shareholders or any class thereof;
- (ix) expressly permitted by the Majority Lenders;
- (x) as required in connection with or as a result of the Acquisition including as a result of the exercise of any call option or similar rights which arise as a result of the Acquisition; or
- (xi) which is contractually agreed to be made by a member of the Target Group prior to the Acquisition Completion Date but which is only effected on or following the Acquisition Completion Date or which is required to be made by a member of the Target Group pursuant to arrangements (whether contractual or otherwise) which are subsisting on the Acquisition Completion Date or required to comply with any applicable law or regulation.

20.6 Merger

- (a) The Borrower shall not enter into any amalgamation, demerger, merger or corporate reconstruction (without the prior written consent of the Majority Lenders (such consent not to be unreasonably withheld or delayed)).
- (b) Paragraph (a) above does not apply to:
 - (i) any amalgamation, demerger, merger or corporate reconstruction involving the Borrower on a solvent basis where the surviving entity or the entity retaining all of the assets the subject of the amalgamation, demerger, merger or corporate reconstruction is the Borrower from the date of completion of the relevant transaction;
 - (ii) any sale, lease, transfer or other disposal permitted pursuant to Clause 20.5 (*Disposals*); or
 - (iii) the Acquisition.

20.7 Change of Business

The Borrower shall ensure that, save as may occur as a result of the Acquisition, no substantial change is made to the general nature of the business of the Group taken as a whole from that carried on as at the date of this Agreement.

20.8 Insurance

The Borrower shall at all times maintain insurances in its name and in relation to its business and assets, with reputable underwriters or insurance companies, against such risks and to such extent as is usual for companies carrying on a business such as that carried on by it.

20.9 Environmental

The Borrower must comply with all Environmental Law where failure to do so has or would reasonably be expected to have a Material Adverse Effect or result in any liability to a Finance Party.

20.10 Anti-Corruption

- (a) The Borrower shall not (and the Borrower shall ensure that each of its Subsidiaries will not) use, lend, contribute or otherwise make available the proceeds of any Loan directly or indirectly for the purpose of financing any trade, business or other activities with any Restricted Person or for a purpose that could result in the Borrower or any of its Subsidiaries being in breach of any Sanctions, or becoming a Restricted Person or which would breach the Bribery Act 2010 or the United States Foreign Corrupt Practices Act 1977 or other similar legislation in other jurisdictions which is applicable to those persons.
- (b) The Borrower shall (and shall ensure that each other member of the Group will):
 - (i) conduct its businesses in compliance with applicable anti-corruption laws; and
 - (ii) maintain policies and procedures as a Group which are designed to promote and achieve compliance with such laws.
- (c) The Borrower shall, and shall procure that each member of the Group shall, not use any revenue or benefit derived from any activity or dealing with a Restricted Person or from any transaction that violates the provisions set out in any anti-terrorism law applicable to any member of the Group in discharging any obligation due or owing to any Finance Party under the Facility.

20.11 The Acquisition

- (a) The Borrower shall promptly notify the Agent of the Acquisition Completion Date or, as the case may be, the circumstances addressed in limb (3) of the definition of "Certain Funds Period".
- (b) Promptly upon the same being available, the Borrower shall notify the Agent of the amount of the Target Mortgage Bonds which the holders thereof have elected to be redeemed as a result of completion of the Acquisition and the change of control of the Target and whether the Borrower has become entitled to redeem the Target Mortgage Bonds the holders of which have not elected to be so redeemed (and, if so entitled, whether the Borrower proposes to exercise such rights and the extent to which the Borrower proposes to utilise the Facility for that purpose).

- (c) The Borrower shall promptly provide to the Agent a copy of each notice or request sent to the bond trustee of the Target Mortgage Bonds of the nature described in the definition of "Relevant Properties" in Clause 19.1 (*Definitions*).

20.12 Target Mortgage Bonds

To the extent that any of the Target Mortgage Bonds have been repaid or redeemed with the proceeds of a Loan, the Borrower shall ensure that the issuer(s) of the Target Mortgage Bonds use their reasonable endeavours to exercise such contractual rights as may have arisen solely as a result of such repayment or redemption in order to:

- (a) release any mortgage or fixed charge security over Properties (selected by the Borrower) which was created to secure the Target Mortgage Bonds; and
- (b) as soon as reasonably practicable after such release, to transfer such Properties to another member of the Group to the extent that the same can be effected without incurring a material cost or liability to any person (and to the extent that the consent of any person is required for such transfer the Borrower shall use its reasonable endeavours to obtain the same but, to the extent that the same is refused, there shall be no obligation to transfer such Properties).

21. EVENTS OF DEFAULT

Each of the events or circumstances set out in this Clause 21 is an Event of Default (save for Clause 21.12 (*Acceleration*)).

21.1 Non-payment

The Borrower does not pay on the due date any amount payable pursuant to a Finance Document at the place and in the currency in which it is expressed to be payable unless:

- (a)
 - (i) its failure to pay is caused by:
 - (A) administrative or technical error; or
 - (B) a Disruption Event; and
 - (ii) payment is made within three Business Days of its due date; or
- (b) the amount payable is an Interest Payment, and the Borrower has not been notified of the amount of that Interest Payment pursuant to Clause 8.4 (*Notifications*) before its due date (and this clause (b) shall only apply for so long as a notification of the amount of that Interest Payment pursuant to Clause 8.4 (*Notifications*) has not been provided to the Borrower).

21.2 Financial covenants

Any requirement of Clause 19 (*Financial Covenants*) is not satisfied.

21.3 Other obligations

The Borrower does not comply with any term of any Finance Document (other than those referred to in Clause 21.1 (*Non-payment*) and Clause 21.2 (*Financial covenants*) above) unless the failure to comply is capable of remedy and is remedied within 20 Business Days of the

earlier of (a) the Agent giving notice to the Borrower and (b) the Borrower becoming aware of the failure to comply.

21.4 **Misrepresentation**

Any representation or statement made or deemed to be made by the Borrower in the Finance Documents or any other document delivered by or on its behalf under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made unless the circumstances giving rise to the misrepresentation or breach of warranty are capable of remedy and is remedied within 20 Business Days of the earlier of (a) the Agent giving notice to the Borrower and (b) the Borrower becoming aware of the misrepresentation.

21.5 **Cross default**

- (a) Any Financial Indebtedness of any member of the Group:
 - (i) is not paid when due nor within any originally applicable grace period; or
 - (ii) is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described); or
 - (iii) any commitment for any such Financial Indebtedness is cancelled or suspended by a creditor of the Group as a result of an event of default (however described).
- (b) No Event of Default shall occur pursuant to paragraph (a) above if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness is less than £50,000,000 (or its equivalent in any other currency or currencies).

21.6 **Insolvency**

- (a) The Borrower or any Material Subsidiary:
 - (i) is unable or admits inability to pay its debts as they fall due;
 - (ii) suspends or threatens to suspend making payments on any of its debts other than as part of commercial negotiations; or
 - (iii) by reason of actual or anticipated financial difficulties, commences negotiations with its creditors generally (excluding any Finance Party in its capacity as such) with a view to rescheduling all or a substantial part of its indebtedness.
- (b) A moratorium is declared in respect of any indebtedness of the Borrower or any Material Subsidiary.

21.7 **Insolvency proceedings**

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (a) the suspension of payments, a moratorium of any indebtedness, insolvent winding-up, insolvent dissolution, administration or insolvent reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Borrower or any Material Subsidiary;

- (b) a composition, compromise, assignment or arrangement with any creditor of the Borrower or any Material Subsidiary entered into or proposed by reason of actual or anticipated financial difficulties of the Borrower or any Material Subsidiary;
- (c) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the Borrower or any Material Subsidiary where the value of the claims in respect of which the appointment is made exceeds £50,000,000 in aggregate (or its equivalent in other currency or currencies) at any time; or
- (d) enforcement of any Security over any assets of the Borrower or any Material Subsidiary where the amount owed in respect of the Security enforced exceeds £50,000,000 in aggregate (or its equivalent in another currency or currencies) at any time,

or any analogous procedure or step is taken in any jurisdiction.

This Clause 21.7 shall not apply to:

- (i) any winding-up petition which is frivolous or vexatious or is withdrawn, discharged, stayed or dismissed within 14 days of commencement; or
- (i) an intra-group reorganisation on a solvent basis which otherwise complies with the terms of this Agreement.

21.8 Creditors' process

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Borrower or any Material Subsidiary having an aggregate value of £50,000,000 (or its equivalent in any other currency or currencies) and which is not discharged within 20 Business Days.

21.9 Unlawfulness

It is or becomes unlawful for the Borrower to perform any of its obligations under the Finance Documents.

21.10 Repudiation

The Borrower repudiates a Finance Document or evidences an intention to repudiate a Finance Document.

21.11 Material adverse change

Any event or series of events occurs (other than a general deterioration in the market value of UK commercial property) which would reasonably be expected to have a material adverse effect on the ability of the Borrower to perform any of its payment obligations under the Finance Documents or its obligations under Clause 19 (*Financial Covenants*).

21.12 Acceleration

On and at any time after the occurrence of an Event of Default which is continuing the Agent may, and shall if so directed by the Majority Lenders, by notice to the Borrower:

- (a) cancel the Total Commitments whereupon they shall immediately be cancelled; and/or

- (b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable; and/or
- (c) declare that all or part of the Loans be payable on demand, whereupon they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders.

21.13 Clean-Up Period

Notwithstanding any other provision of any Finance Document, any breach of any representation or warranty, any breach of any undertaking or other term of a Finance Document or any Default which in each case constitutes a Clean-Up Default and which occurs during the Clean-Up Period will be deemed not to be a breach of representation or warranty, a breach of undertaking or other term or a Default (as the case may be) and will not have any of the consequences that such a breach of representation or warranty, breach of undertaking or other term of a Finance Document or Default would otherwise have under this Agreement if:

- (a) it would have been (if it were not for this Clause 21.13) a breach of representation or warranty, a breach of covenant or a Default only by reason of circumstances relating exclusively to the Target Group (or any obligation of the Borrower to procure or ensure in relation to a member of the Target Group);
- (b) it is capable of remedy and reasonable steps are being taken to remedy it;
- (c) the circumstances giving rise to it have not been procured by or approved by the Borrower; and
- (d) it is not reasonably likely to have a Material Adverse Effect.

If the relevant circumstances are continuing on or after the end of the Clean-Up Period relating to the Acquisition, there shall be a breach of representation or warranty, breach of covenant or undertaking or Default, as the case may be notwithstanding the above (and without prejudice to the rights and remedies of the Finance Parties).

22. CHANGES TO THE LENDERS

22.1 Assignments and transfers by the Lenders

Subject to this Clause 22, a Lender (the **Existing Lender**) may:

- (a) assign any of its rights; or
- (b) transfer by novation any of its rights and obligations,

under the Finance Documents to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the **New Lender**).

22.2 Conditions of assignment or transfer

- (a) Prior to the expiry of the Certain Funds Period, the prior written consent of the Borrower (which shall be at the Borrower's sole and absolute discretion) is required for any assignment or transfer by an Existing Lender unless:
 - (i) the assignment or transfer is to an Affiliate of that Lender which, at the time of such assignment or transfer has a solicited long-term, non credit enhanced

credit rating of at least BBB- from Standard & Poor Global Ratings or Fitch Ratings Ltd or Baa3 from Moody's Investors Service;

- (ii) the assignment or transfer is made at a time when a Major Default is continuing; or
 - (iii) the assignment or transfer is made to an entity on the Permitted Lender List.
- (b) On and following the expiry of the Certain Funds Period, in respect of any transfer or assignment in relation to the Facility, the prior written consent of the Borrower is required for an assignment or transfer by an Existing Lender unless
 - (i) the assignment or transfer is to another Lender or to an Affiliate of a Lender;
 - (ii) the assignment or transfer is made at a time when an Event of Default is continuing; or
 - (iii) the assignment or transfer is made to an entity on the Permitted Lender List.
- (c) On and following the expiry of the Certain Funds Period, the consent of the Borrower to the assignment or transfer must not be unreasonably withheld or delayed. On and following the expiry of the Certain Funds Period, the Borrower will be deemed to have given its consent ten Business Days after the Lender has requested it in accordance with Clause 29 (*Notices*) unless consent is expressly refused by the Borrower within that time.
- (d) An assignment will only be effective on:
 - (i) receipt by the Agent (whether in the Assignment Agreement or otherwise) of written confirmation from the New Lender (in form and substance satisfactory to the Agent) that the New Lender will assume the same obligations to the other Finance Parties as it would have been under if it was an Original Lender; and
 - (ii) performance by the Agent of all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to such assignment to a New Lender, the completion of which the Agent shall promptly notify to the Existing Lender and the New Lender.
- (e) A transfer will only be effective if the procedure set out in Clause 22.5 (*Procedure for transfer*) is complied with.
- (f) If:
 - (i) a Lender assigns or transfers any of its rights or obligations under the Finance Documents or changes its Facility Office; and
 - (ii) as a result of circumstances existing at the date the assignment, transfer or change occurs, the Borrower would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under Clause 12 (*Tax Gross Up and Indemnities*) or Clause 13.1 (*Increased Costs*),

then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under those Clauses to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the assignment, transfer or change had not occurred. This paragraph (e) shall not apply:

- (A) in respect of an assignment or transfer made in the ordinary course of the primary syndication of the Facility; or
 - (B) in relation to Clause 12.2 (*Tax gross-up*), to a Treaty Lender that has included a confirmation of its scheme reference number and its jurisdiction of tax residence in accordance with Clause 12.2(g)(ii) (*Tax gross-up*) if the Borrower making the payment has not made a Borrower DTTP Filing in respect of that Treaty Lender.
- (g) Each New Lender, by executing the relevant Transfer Certificate or Assignment Agreement, confirms, for the avoidance of doubt, that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the transfer or assignment becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.

22.3 **Assignment or transfer fee**

The New Lender shall, on the date upon which an assignment or transfer takes effect, pay to the Agent (for its own account) a fee of £2,500.

22.4 **Limitation of responsibility of Existing Lenders**

- (a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:
 - (i) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents or any other documents;
 - (ii) the financial condition of the Borrower;
 - (iii) the performance and observance by the Borrower of its obligations under the Finance Documents or any other documents; or
 - (iv) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document,

and any representations or warranties implied by law are excluded.

- (b) Each New Lender confirms to the Existing Lender and the other 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 the Borrower 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 Lender in connection with any Finance Document; and
 - (ii) will continue to make its own independent appraisal of the creditworthiness of the Borrower and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.
- (c) Nothing in any Finance Document obliges an Existing Lender to:

- (i) accept a re-transfer or re-assignment from a New Lender of any of the rights and obligations assigned or transferred under this Clause 22; or
- (ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by the Borrower of its obligations under the Finance Documents or otherwise.

22.5 Procedure for transfer

- (a) Subject to the conditions set out in Clause 22.2 (*Conditions of assignment or transfer*) a transfer is effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Lender and the New Lender. The 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 Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the transfer to such New Lender.
- (c) Subject to Clause 22.9 (*Pro rata interest settlement*), on the Transfer Date:
 - (i) to the extent that in the Transfer Certificate the Existing Lender seeks to transfer by novation its rights and obligations under the Finance Documents, each of the Borrower and the Existing Lender shall be released from further obligations towards one another under the Finance Documents and their respective rights against one another under the Finance Documents shall be cancelled (being the **Discharged Rights and Obligations**);
 - (ii) each of the Borrower and the New 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 the Borrower and the New Lender have assumed and/or acquired the same in place of the Borrower and the Existing Lender;
 - (iii) the Agent, the Mandated Lead Arrangers, the New Lender and other Lenders shall acquire the same rights and assume the same obligations between themselves as they would have acquired and assumed had the New Lender been an Original Lender with the rights and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Agent, the Mandated Lead Arrangers and the Existing Lender shall each be released from further obligations to each other under the Finance Documents; and
 - (iv) the New Lender shall become a Party as a **Lender**.

22.6 Procedure for assignment

- (a) Subject to the conditions set out in Clause 22.2 (*Conditions of assignment or transfer*) an assignment may be effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Assignment Agreement delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed

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

- (b) The Agent shall only be obliged to execute an Assignment Agreement delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the assignment to such New Lender.
- (c) Subject to Clause 22.9 (*Pro rata interest settlement*), on the Transfer Date:
 - (i) the Existing Lender will assign absolutely to the New Lender the rights under the Finance Documents expressed to be the subject of the assignment in the Assignment Agreement;
 - (ii) the Existing Lender will be released by the Borrower and the other Finance Parties from the obligations owed by it (the **Relevant Obligations**) and expressed to be the subject of the release in the Assignment Agreement; and
 - (iii) the New Lender shall become a Party as a **Lender** and will be bound by obligations equivalent to the Relevant Obligations.
 - (iv) Lenders may utilise procedures other than those set out in this Clause 22.6 to assign their rights under the Finance Documents (but not, without the consent of the Borrower or unless in accordance with Clause 22.5 (*Procedure for transfer*), to obtain a release by the Borrower from the obligations owed to it by the Lenders nor the assumption of equivalent obligations by a New Lender) provided that they comply with the conditions set out in Clause 22.2 (*Conditions of assignment or transfer*).

22.7 **Copy of Transfer Certificate, Assignment Agreement or Increase Confirmation to Borrower**

The Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate, Assignment Agreement or Increase Confirmation, send to the Borrower a copy of that Transfer Certificate, Assignment Agreement or Increase Confirmation.

22.8 **Security over Lenders' rights**

In addition to the other rights provided to Lenders under this Clause 22, each Lender may without consulting with or obtaining consent from the Borrower, at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including:

- (a) any charge, assignment or other Security to secure obligations to any bank, financial institution, governmental authority or department, or to a federal reserve or central bank; and
 - (b) in the case of any Lender which is a fund, any charge, assignment or other Security granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,
- except that no such charge, assignment or Security shall:

- (i) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or Security for the Lender as a party to any of the Finance Documents; or
- (ii) require any payments to be made by the Borrower other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the relevant Lender under the Finance Documents.

22.9 Pro rata interest settlement

If the Agent has notified the Lenders that it is able to distribute interest payments on a "pro rata basis" to Existing Lenders and New Lenders then (in respect of any transfer pursuant to Clause 22.5 (*Procedure for transfer*) or any assignment pursuant to Clause 22.6 (*Procedure for assignment*) the Transfer Date of which, in each case, is after the date of such notification and is not on the last day of an interest Period):

- (a) any interest or fees in respect of the relevant participation which are expressed to accrue by reference to the lapse of time shall continue to accrue in favour of the Existing Lender up to but excluding the Transfer Date (Accrued Amounts) and shall become due and payable to the Existing Lender (without further interest accruing on them) on the last day of the current Interest Period; and
- (b) the rights assigned or transferred by the Existing Lender will not include the right to the Accrued Amounts, so that, for the avoidance of doubt:
 - (i) when the Accrued Amounts become payable, those Accrued Amounts will be payable to the Existing Lender; and
 - (ii) the amount payable to the New Lender on that date will be the amount which would, but for the application of this Clause 22.9, have been payable to it on that date, but after deduction of the Accrued Amounts.

In this Clause 22.9, references to "Interest Period" shall be construed to include a reference to any other period for accrual of fees.

22.10 Debt Purchase Transactions

The Borrower shall not (and the Borrower shall procure that no member of the Group shall):

- (a) enter into any Debt Purchase Transaction; or
- (b) beneficially own all or any part of the share capital of a company that is a Lender or a party to a Debt Purchase Transaction of the type referred to in paragraphs (b) or (c) of the definition of "**Debt Purchase Transaction**".

23. NO CHANGE TO THE BORROWER

23.1 No assignment or transfer by the Borrower

The Borrower shall not assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

24. ROLE OF THE AGENT AND THE MANDATED LEAD ARRANGERS

24.1 The Agent

- (a) Each of the Mandated Lead Arrangers and the Lenders appoints the Agent to act as its agent under and in connection with the Finance Documents.
- (b) Each of the Finance Parties authorises the Agent to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Agent under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions.
- (c) The Agent is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Nothing in this Agreement shall require the Agent to carry on an activity of the kind specified by any provision of Part II (other than Article 5 (accepting deposits)) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 or to lend money to the Borrower in its capacity as Agent.
- (d) The fees, commissions and expenses payable to the Agent for services rendered and the performance of its obligations under this Agreement shall not be abated by any remuneration or other amounts or profits receivable by the Agent (or by its associates) in connection with any transaction effected by the Agent with or for the Lenders or the Borrower.

24.2 Instructions

- (a) The Agent shall:
 - (i) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Agent in accordance with any instructions given to it by:
 - (A) all Lenders if the relevant Finance Document stipulates the matter is an all Lender decision; and
 - (B) in all other cases, the Majority Lenders; and
 - (ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (i) above (or, if this Agreement stipulates the matter is a decision for any other Finance Party or group of Finance Parties, from that Finance Party or group of Finance Parties).
- (b) The Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Finance Party or group of Finance Parties, from that Finance Party or group of Finance Parties) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Agent may refrain from acting unless and until it receives those instructions or that clarification.
- (c) Save in the case of decisions stipulated to be a matter for any other Finance Party or group of Finance Parties under the relevant Finance Document and unless a contrary indication appears in a Finance Document, any instructions given to the Agent by the Majority Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.

- (d) The Agent may refrain from acting in accordance with any instructions of any Finance Party or group of Finance Parties until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability (together with any applicable VAT) which it may incur in complying with those instructions.
- (e) Without prejudice to the remainder of this Clause 24.2 (*Instructions*), in the absence of instructions, the Agent may act (or refrain from acting) as it considers to be in the best interest of the Finance Parties.
- (f) The Agent is not authorised to act on behalf of a Finance Party (without first obtaining that Finance Party's consent) in any legal or arbitration proceedings relating to any Finance Document. This paragraph (f) shall not apply to any legal or arbitration proceeding relating to the perfection, preservation or protection of rights under the Finance Documents.

24.3 Duties of the Agent

- (a) The duties of the Agent under the Finance Documents are solely mechanical and administrative in nature.
- (b) Subject to paragraph (c) below, the Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Agent for that Party by any other Party.
- (c) Without prejudice to Clause 22.7 (*Copy of Transfer Certificate, Assignment Agreement or Increase Confirmation to Borrower*), paragraph (b) above shall not apply to any Transfer Certificate, any Assignment Agreement or any Increase Confirmation.
- (d) Except where a Finance Document specifically provides otherwise, the Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.
- (e) If the Agent receives notice from a Party referring to any Finance Document, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties.
- (f) If the Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than the Agent or the Mandated Lead Arrangers) under this Agreement, it shall promptly notify the other Finance Parties.
- (g) The Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).
- (h) The Agent shall be entitled to deal with money paid to it by any person for the purposes of this Agreement in the same manner as other money paid to a banker by its customers except that it shall not be liable to account to any person for any interest or other amounts in respect of the money.

24.4 **Role of the Mandated Lead Arrangers**

Except as specifically provided in the Finance Documents, none of the Mandated Lead Arrangers have any obligations of any kind to any other Party under or in connection with any Finance Document.

24.5 **No fiduciary duties**

- (a) Nothing in any Finance Document constitutes the Agent or a Mandated Lead Arranger as a trustee or fiduciary of any other person.
- (b) None of the Agent or the Mandated Lead Arrangers shall be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account.

24.6 **Business with the Borrower and its Subsidiaries**

The Agent and the Mandated Lead Arrangers may accept deposits from, lend money to and generally engage in any kind of banking or other business with the Borrower and any of its Subsidiaries.

24.7 **Rights and discretions**

- (a) The Agent may:
 - (i) rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised;
 - (ii) assume that:
 - (A) any instructions received by it from the Majority Lenders, any Finance Parties or any group of Finance Parties are duly given in accordance with the terms of the Finance Documents; and
 - (B) unless it has received notice of revocation, that those instructions have not been revoked; and
 - (iii) rely on a certificate from any person:
 - (A) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or
 - (B) to the effect that such person approves of any particular dealing, transaction, step, action or thing,

as sufficient evidence that that is the case and, in the case of paragraph (iii) above, may assume the truth and accuracy of that certificate.
- (b) The Agent may assume (unless it has received notice to the contrary in its capacity as agent for the Lenders) that:
 - (i) no Default has occurred (unless, in the case of the Agent, it has actual knowledge of a Default arising under Clause 21.1 (*Non-payment*)); and
 - (ii) any right, power, authority or discretion vested in any Party or any group of Lenders has not been exercised.

- (c) The Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts.
- (d) Without prejudice to the generality of paragraph (c) above or paragraph (e) below, the Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Agent, (and so separate from any lawyers instructed by the Lenders) if the Agent, in its reasonable opinion, deems this to be desirable.
- (e) The Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any value or any liability whatsoever arising as a result of its so relying.
- (f) The Agent may act in relation to the Finance Documents through its officers, employees and agents and shall not:
 - (i) be liable for any error of judgment made by any such person; or
 - (ii) be bound to supervise, or be in any way responsible for any loss incurred by reason of misconduct, omission or default on the part, of any such person,
 unless such error or such loss was directly caused by the Agent's gross negligence or wilful misconduct (as applicable).
- (g) Unless a Finance Document expressly provides otherwise, the Agent may disclose to any other Party any information it reasonably believes it has received as agent under the Finance Documents.
- (h) Without prejudice to the generality of paragraph (g) above, the Agent:
 - (i) may disclose; and
 - (ii) on the written request of the Borrower or the Majority Lenders shall, as soon as reasonably practicable, disclose,

the identity of a Defaulting Lender to the Borrower and to the other Finance Parties.

- (i) Notwithstanding any other provision of any Finance Document to the contrary, none of the Agent nor the Mandated Lead Arrangers are obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.
- (j) Notwithstanding any provision of any Finance Document to the contrary, the Agent is not obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

24.8 Responsibility for documentation

None of the Agent or the Mandated Lead Arrangers is responsible or liable for:

- (a) the adequacy, accuracy or completeness of any information (whether oral or written) supplied by the Agent, an Mandated Lead Arranger, the Borrower or any other person

given in connection with any Finance Document or the transactions contemplated in the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; or

- (b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; or
- (c) any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

24.9 No duty to monitor

The Agent shall not be bound to enquire:

- (a) whether or not any Default has occurred;
- (b) as to the performance, default or any breach by any Party of its obligations under any Finance Document; or
- (c) whether any other event specified in any Finance Document has occurred.

24.10 Exclusion of liability

- (a) Without limiting paragraph (b) below (and without prejudice to any other provision of any Finance Document excluding or limiting the liability of the Agent), the Agent will not be liable for:
 - (i) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Finance Document unless directly caused by its gross negligence or wilful misconduct;
 - (ii) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Finance Document, or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Finance Document;
 - (iii) without prejudice to the generality of paragraphs (i) and (ii) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of:
 - (A) any act, event or circumstance not reasonably within its control; or
 - (B) the general risks of investment in, or the holding of assets in, any jurisdiction,

including (in each case) such damages, costs, losses, diminution in value or liability arising as a result of: nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the execution or settlement of transactions or the value of assets (including any Disruption Event); breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.

- (b) No Party (other than the Agent) may take any proceedings against any officer, employee or agent of the Agent in respect of any claim it might have against the Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document and any officer, employee or agent of the Agent may rely on this Clause subject to Clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.
- (c) The Agent shall not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Agent if the 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 the Agent for that purpose.
- (d) Nothing in this Agreement shall oblige the Agent or the Mandated Lead Arrangers to carry out:
 - (i) any "know your customer" or other checks in relation to any person; or
 - (ii) any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Finance Party,

on behalf of any Finance Party and each Finance Party confirms to the Agent and the Mandated Lead 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 Agent or the Mandated Lead Arrangers.
- (e) Without prejudice to any provision of any Finance Document excluding or limiting the liability of the Agent, any liability of the Agent arising under or in connection with any Finance Document shall be limited to the amount of actual loss which has been finally judicially determined to have been suffered (as determined by reference to the date of default of the Agent or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Agent at any time which increase the amount of that loss. In no event shall the Agent be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Agent has been advised of the possibility of such loss or damages.

24.11 Lenders' indemnity to the Agent

- (a) Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify the Agent within three Business Days of demand, against any cost, loss or liability (including for negligence or any other category of liability whatsoever) incurred by the Agent (otherwise than by reason of the Agent's gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to Clause 27.12 (*Disruption to Payment Systems etc.*), notwithstanding the Agent's negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) in acting as Agent under the Finance Documents (unless the Agent has been reimbursed by the Borrower pursuant to a Finance Document).
- (b) Subject to paragraph (c) below, the Borrower shall immediately on demand reimburse any Lender for any payment that Lender makes to the Agent pursuant to paragraph (a) above.

- (c) Paragraph (b) above shall not apply to the extent that the indemnity payment in respect of which the Lender claims reimbursement relates to a liability of the Agent to the Borrower.
- (d) The indemnity given by each Lender under this Clause 24.11 is a continuing obligation, independent of that Lender's other obligations under or in connection with any other Finance Document and shall survive after the Finance Documents have been terminated. It is not necessary for the Agent to pay any amount or incur any expense before enforcing an indemnity under or in connection with this Agreement or any other Finance Document.

24.12 Resignation of the Agent

- (a) The Agent may resign and appoint one of its Affiliates acting through an office in the United Kingdom as successor by giving notice to the other Finance Parties and the Borrower.
- (b) Alternatively the Agent may resign by giving 30 days' notice to the other Finance Parties and the Borrower, in which case the Majority Lenders (after consultation with the other Finance Parties and with the prior written consent of the Borrower) may appoint a successor Agent.
- (c) If the Majority Lenders have not appointed a successor Agent in accordance with paragraph (b) above within 20 days after notice of resignation was given, the retiring Agent (after consultation with the other Finance Parties and prior written consent of the Borrower) may appoint a successor Agent (acting through an office in the United Kingdom).
- (d) The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents. The Borrower shall, within three Business Days of demand, reimburse the retiring Agent for the amount of all costs and expenses (including legal fees) properly incurred by it in making available such documents and records and providing such assistance.
- (e) The resignation notice of the Agent shall only take effect upon the appointment of a successor.
- (f) Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (e) above) but shall remain entitled to the benefit of Clause 24.11 (*Lenders' indemnity to the Agent*), and this Clause 24 (and any fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.
- (g) After consultation with the Borrower, the Majority Lenders may, by giving 30 days' notice to the Agent (or, at any time the Agent is an Impaired Agent, by giving any shorter notice determined by the Majority Lenders), require it to resign in accordance with paragraph (b) above. In this event, the Agent shall resign in accordance with paragraph (b) above.

- (h) The Agent shall resign in accordance with this Clause if on or after the date which is three months before the earliest FATCA Application Date relating to any payment to the Agent under the Finance Documents, either:
- (i) the Agent fails to respond to a request under Clause 12.8 (*FATCA Information*) and the Borrower or a Lender reasonably believes that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;
 - (ii) the information supplied by the Agent pursuant to Clause 12.8 (*FATCA Information*) indicates that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or
 - (iii) the Agent notifies the Borrower and the Lenders that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

and (in each case) the Borrower or a Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Agent were a FATCA Exempt Party, and the Borrower or that Lender, by notice to the Agent, requires it to resign.

24.13 Confidentiality

- (a) In acting as agent for the Finance Parties, the Agent shall be regarded as acting through its agency division which shall be treated as a separate entity from any other of its divisions or departments.
- (b) If information is received by another division or department of the Agent it may be treated as confidential to that division or department and the Agent shall not be deemed to have notice of it.
- (c) Notwithstanding any other provision of any Finance Document to the contrary, none of the Agent or the Mandated Lead Arrangers is obliged to disclose to any other person (i) any confidential information or (ii) any other information if the disclosure would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty.

24.14 Relationship with the Lenders

- (a) Subject to Clause 22.9 (*Pro rata interest settlement*), the Agent may treat the person shown in its records as Lender at the opening of business (in the place of the Agent's principal office as notified to the Finance Parties from time to time) as the Lender acting through its Facility Office:
 - (i) entitled to or liable for any payment due under any Finance Document on that day; and
 - (ii) entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day,

unless it has received not less than five Business Days' prior notice from that Lender to the contrary in accordance with the terms of this Agreement.

- (b) Any Lender may by notice to the Agent appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender under the Finance Documents. Such notice shall contain the address and (where communication by electronic mail or other electronic means is permitted under Clause 29.6 (*Electronic communication*)) electronic mail address and/or any other information required to enable the sending and receipt of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, electronic mail address, department and officer by that Lender for the purposes of Clause 29.2 (*Addresses*) and Clause 29.6(a) (*Electronic communication*) and the Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender.

24.15 Credit appraisal by the Lenders

Without affecting the responsibility of the Borrower for information supplied by it or on its behalf in connection with any Finance Document, each Lender confirms to the Agent and the Mandated Lead Arrangers that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including but not limited to:

- (a) the financial condition, status and nature of each member of the Group;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;
- (c) whether that Lender has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; and
- (d) the adequacy, accuracy or completeness of any information provided by the Agent, any Party or by any other person under or in connection with any Finance Document, the transactions contemplated by any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document.

24.16 Agent's Management Time

- (a) Subject to paragraph (b) below, any amount payable to the Agent under Clause 14.3 (*Indemnity to the Agent*), Clause 16 (*Costs and Expenses*) and Clause 24.11 (*Lenders' indemnity to the Agent*) shall include the cost of utilising the Agent's management time or other resources and will be calculated on the basis of such reasonable daily or hourly rates as the Agent may notify to the Borrower and the Lenders, and is in addition to any fee paid or payable to the Agent under Clause 11 (*Fees*).
- (b) The Agent shall only be entitled to recover the cost of its management time or other resources under paragraph (a) above if a Default is continuing.

24.17 Deduction from amounts payable by the Agent

Subject to the remainder of this Clause 24.17, if any Party owes an amount to the Agent under the Finance Documents the Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Agent would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted. In relation to any amount owed by the Borrower to the Agent, this Clause shall only apply after the end of the Certain Funds Period or during the Certain Funds Period with the written consent of the Borrower.

24.18 Reliance and engagement letters

Each Finance Party confirms that each of the Mandated Lead Arrangers and the Agent have authority to accept on its behalf (and ratifies the acceptance on its behalf of any letters or reports already accepted by the Mandated Lead Arrangers or the Agent) the terms of any reliance letter or engagement letter relating to any reports or letters provided by accountants, auditors or providers of due diligence reports in connection with the Finance Documents or the transactions contemplated by the Finance Documents and to bind it in respect of those reports or letters and to sign such letters on its behalf and further confirms that it accepts the terms and qualifications set out in such letters and reports.

25. CONDUCT OF BUSINESS BY THE FINANCE PARTIES

No provision of this Agreement will:

- (a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (b) oblige any 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 Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

26. SHARING AMONG THE FINANCE PARTIES

26.1 Payments to Finance Parties

If a Finance Party (a **Recovering Finance Party**) receives or recovers any amount from the Borrower other than in accordance with Clause 27 (*Payment Mechanics*) (a **Recovered Amount**) and applies that amount to a payment due under the Finance Documents then:

- (a) the Recovering Finance Party shall, within three Business Days, notify details of the receipt or recovery, to the Agent;
- (b) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with Clause 27 (*Payment Mechanics*), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and
- (c) the Recovering Finance Party shall, within three Business Days of demand by the Agent, pay to the Agent an amount (the **Sharing Payment**) equal to such receipt or recovery less any amount which the Agent determines may be retained by the

Recovering Finance Party as its share of any payment to be made, in accordance with Clause 27.7 (*Partial payments*).

26.2 **Redistribution of payments**

The Agent shall treat the Sharing Payment as if it had been paid by the Borrower and distribute it between the Finance Parties (other than the Recovering Finance Party) (the **Sharing Finance Parties**) in accordance with Clause 27.7 (*Partial payments*) towards the obligations of the Borrower to the Sharing Finance Parties.

26.3 **Recovering Finance Party's rights**

On a distribution by the Agent under Clause 26.2 (*Redistribution of payments*) of a payment received by a Recovering Finance Party from the Borrower, as between the Borrower and the Recovering Finance Party, an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having been paid by the Borrower.

26.4 **Reversal of redistribution**

If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

- (a) each Sharing Finance Party which has received a share of the relevant Sharing Payment pursuant to Clause 26.2 (*Redistribution of payments*) shall, upon request of the Agent, pay to the Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay) (the **Redistributed Amount**); and
- (b) as between the Borrower and each relevant Sharing Finance Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by the Borrower.

26.5 **Exceptions**

- (a) This Clause 26 shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this Clause, have a valid and enforceable claim against the Borrower.
- (b) A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:
 - (i) it notified that other Finance Party of the legal or arbitration proceedings; and
 - (ii) that other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

27. PAYMENT MECHANICS

27.1 Payments to the Agent

- (a) On each date on which the Borrower or a Lender is required to make a payment under a Finance Document the Borrower or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.
- (b) Payment shall be made to such account in the principal financial centre of the country of that currency with such bank as the Agent specifies.

27.2 Distributions by the Agent

Each payment received by the Agent under the Finance Documents for another Party shall, subject to Clause 27.3 (*Distributions to the Borrower*) and Clause 27.4 (*Clawback and pre-funding*) be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent by not less than five Business Days' notice with a bank in the principal financial centre of the country of that currency.

27.3 Distributions to the Borrower

The Agent may (with the specific prior written consent of the Borrower or in accordance with Clause 28 (*Set-Off*)) apply any amount received by it for the Borrower in or towards payment (on the date and in the currency and funds of receipt) of any amount due from the Borrower under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

27.4 Clawback and pre-funding

- (a) Where a sum is to be paid to the Agent under the Finance 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) Unless paragraph (c) below applies, 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.
- (c) If the Agent has notified the Lenders that it is willing to make available amounts for the account of the Borrower before receiving funds from the Lenders then if and to the extent that the Agent does so but it proves to be the case that it does not then receive funds from a Lender in respect of a sum which it paid to the Borrower:
 - (i) the Agent shall notify the Borrower of that Lender's identity and the Borrower to whom that sum was made available shall on demand refund it to the Agent; and
 - (ii) the Lender by whom those funds should have been made available or, if that Lender fails to do so, the Borrower to whom that sum was made available, shall on demand pay to the Agent the amount (as certified by the Agent) which

will indemnify the Agent against any funding cost incurred by it as a result of paying out that sum before receiving those funds from that Lender.

27.5 Amounts paid in error

- (a) In this Clause: "**Erroneous Payment**" means a payment of an amount by the Agent to another Party which the Agent determines (in its sole discretion) was made in error.
- (b) If the Agent pays an amount to another Party and the Agent notifies that Party that such payment was an Erroneous Payment then the Party to whom that amount was paid by the Agent shall on demand refund the same to the Agent.
- (c) Neither:
 - (i) the obligations of any Party to the Agent; nor
 - (ii) the remedies of the Agent,(whether arising under this Clause 27.5 or otherwise) which relate to an Erroneous Payment will be affected by any act, omission, matter or thing which, but for this paragraph (c), would reduce, release or prejudice any such obligation or remedy (whether or not known by the Agent or any other Party).
- (d) All payments to be made by a Party to the Agent (whether made pursuant to this Clause 27.5 or otherwise) which relate to an Erroneous Payment shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

27.6 Impaired Agent

- (a) If, at any time, the Agent becomes an Impaired Agent, the Borrower or a Lender which is required to make a payment under the Finance Documents to the Agent in accordance with Clause 27.1 (*Payments to the Agent*) may instead either:
 - (i) pay that amount direct to the required recipient(s); or
 - (ii) if in its absolute discretion it considers that it is not reasonably practicable to pay that amount direct to the required recipient(s), pay that amount or the relevant part of that amount to an interest-bearing account held with a bank which is acceptable to the Majority Lenders and the Borrower and in relation to which no Insolvency Event has occurred and is continuing, in the name of the Borrower or the Lender making the payment (the **Paying Party**) and designated as a trust account for the benefit of the Party or Parties beneficially entitled to that payment under the Finance Documents (the **Recipient Party or Recipient Parties**).

In each case such payments must be made on the due date for payment under the Finance Documents.

- (b) All interest accrued on the amount standing to the credit of the trust account shall be for the benefit of the Recipient Party or the Recipient Parties pro rata to their respective entitlements.
- (c) A Party which has made a payment in accordance with this Clause 27.6 shall be discharged of the relevant payment obligation under the Finance Documents and shall not take any credit risk with respect to the amounts standing to the credit of the trust account.

- (d) Promptly upon the appointment of a successor Agent in accordance with Clause 24.12 (*Resignation of the Agent*), each Paying Party shall (other than to the extent that that Party has given an instruction pursuant to paragraph (e) below) give all requisite instructions to the bank with whom the trust account is held to transfer the amount (together with any accrued interest) to the successor Agent for distribution to the relevant Recipient Party or Recipient Parties in accordance with Clause 27.2 (*Distributions by the Agent*).
- (e) A Paying Party shall, promptly upon request by a Recipient Party and to the extent:
 - (i) that it has not given an instruction pursuant to paragraph (d) above; and
 - (ii) that it has been provided with the necessary information by that Recipient Party, give all requisite instructions to the bank with whom the trust account is held to transfer the relevant amount (together with any accrued interest) to that Recipient Party.

27.7 Partial payments

- (a) If the Agent receives a payment that is insufficient to discharge all the amounts then due and payable by the Borrower under the Finance Documents, the Agent shall apply that payment towards the obligations of the Borrower under those Finance Documents in the following order:
 - (i) **first**, in or towards payment pro rata of any unpaid fees, costs and expenses of the Agent or the Mandated Lead Arrangers under those Finance Documents;
 - (ii) **secondly**, in or towards payment pro rata of any accrued interest, fee or commission due but unpaid under those Finance Documents;
 - (iii) **thirdly**, in or towards payment pro rata of any principal due but unpaid under those Finance Documents; and
 - (iv) **fourthly**, in or towards payment pro rata of any other sum due but unpaid under the Finance Documents.
- (b) The Agent shall, if so directed by the Majority Lenders vary the order set out in subparagraphs (a)(ii) to (a)(iv) above.
- (c) Paragraphs (a) and (b) above will override any appropriation made by the Borrower.

27.8 No set-off by the Borrower

All payments to be made by the Borrower under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim, except for any mandatory set-off which the Borrower is required to make under any insolvency law applicable to the Finance Party entitled to that payment.

27.9 Business Days

- (a) Any payment which is due to be made on a day that is not a Business Day shall be made 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 extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

27.10 Currency of account

- (a) Subject to paragraphs (b) and (c) below, sterling is the currency of account and payment for any sum due from the Borrower under any Finance Document.
- (b) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.
- (c) Any amount expressed to be payable in a currency other than sterling shall be paid in that other currency.

27.11 Change of currency

- (a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:
 - (i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Agent (after consultation with the Borrower); 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 for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably).
- (b) If a change in any currency of a country occurs, this Agreement will, to the extent the Agent (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Market and otherwise to reflect the change in currency.

27.12 Disruption to Payment Systems etc.

If either the Agent determines (in its discretion) that a Disruption Event has occurred or the Agent is notified by the Borrower that a Disruption Event has occurred:

- (a) the Agent may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of the Facility as the Agent may deem necessary in the circumstances;
- (b) the Agent shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;
- (c) the Agent may consult with the Finance Parties in relation to any changes mentioned in paragraphs (a) above but shall not be obliged to do so if, in its opinion, it is not practicable to do so in the circumstances;
- (d) any such changes agreed upon by the Agent and the Borrower shall (whether or not it is finally determined that a Disruption Event has occurred) be binding upon the

Parties as an amendment to (or, as the case may be, waiver of) the terms of the Finance Documents notwithstanding the provisions of Clause 33 (*Amendments and Waivers*);

- (e) the Agent shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this Clause 27.12; and
- (f) the Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (e) above.

28. SET-OFF

Whilst an Event of Default continuing (or during the Certain Funds Period if a Major Default is continuing) a Finance Party may set off any matured obligation due from the Borrower under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to the Borrower, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

29. NOTICES

29.1 Communications in writing

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by email or letter.

29.2 Addresses

The address, email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

- (a) in the case of the Borrower, that identified with its name below;
- (b) in the case of the Agent, that identified with its name below; and
- (c) in the case of each other Finance Party, that notified in writing to the Agent on or prior to the date on which it becomes a Party,

or any substitute address, email address or department or officer as the Party may notify to the Agent (or the Agent may notify to the other Parties, if a change is made by the Agent) by not less than five Business Days' notice.

29.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:
 - (i) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address; or

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

and, if a particular department or officer is specified as part of its address details provided under Clause 29.2 (*Addresses*), if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Agent will be effective only when actually received by the Agent and then only if it is expressly marked for the attention of the department or officer identified with the Agent's signature below (or any substitute department or officer as the Agent shall specify for this purpose).
- (c) All notices from or to the Borrower shall be sent through the Agent.
- (d) Any communication or document which becomes effective, in accordance with paragraphs (a) to (c) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

29.4 Notification of address

Promptly upon receipt of notification of an address or change of address pursuant to Clause 29.2 (*Addresses*) or changing its own address, the Agent shall notify the other Parties.

29.5 Communication when Agent is Impaired Agent

If the Agent is an Impaired Agent the Parties may, instead of communicating with each other through the Agent, communicate with each other directly and (while the Agent is an Impaired Agent) all the provisions of the Finance Documents which require communications to be made or notices to be given to or by the Agent shall be varied so that communications may be made and notices given to or by the relevant Parties directly. This provision shall not operate after a replacement Agent has been appointed.

29.6 Electronic communication

- (a) Any communication to be made between any two Parties under or in connection with the Finance Documents may be made by electronic mail or other electronic means to the extent that the two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if those two Parties:
 - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
 - (ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.
- (b) Any electronic communication made between those two Parties will be effective only when actually received in readable form and in the case of any electronic communication made by a Party to the Agent only if it is addressed in such a manner as the Agent shall specify for this purpose.
- (c) Any electronic communication which becomes effective, in accordance with paragraph (b), after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

29.7 English language

- (a) Any notice given under or in connection with any Finance Document must be in English.
- (b) All other documents provided under or in connection with any Finance Document must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the 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.

30. CALCULATIONS AND CERTIFICATES

30.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are *prima facie* evidence of the matters to which they relate.

30.2 Certificates and Determinations

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

30.3 Day count convention and interest calculation

- (a) Any interest, commission or fee accruing under a Finance Document will accrue from day to day and the amount of any such interest, commission or fee is calculated:
 - (i) on the basis of the actual number of days elapsed and a year of 365 days (or, in any case where the practice in the Relevant Market differs, in accordance with that market practice); and
 - (ii) subject to paragraph (b) below, without rounding.
- (b) The aggregate amount of any accrued interest, commission or fee which is, or becomes, payable by the Borrower under a Finance Document shall be rounded to 2 decimal places.

31. PARTIAL INVALIDITY

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

32. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under the Finance Documents shall operate as a waiver of any such right or remedy or constitute an election to affirm the Finance Documents. No election to affirm any Finance Document on the part of any Finance Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise

of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

33. AMENDMENTS AND WAIVERS

33.1 Required consents

- (a) Subject to Clause 33.2 (*All Lender matters*) any term of the Finance Documents may be amended or waived only with the consent of the Majority Lenders and the Borrower and any such amendment or waiver will be binding on all Parties.
- (b) The Agent may effect, on behalf of any Finance Party, any amendment or waiver permitted by this Clause 33.

33.2 All Lender matters

- (a) Subject to Clause 33.3 (*Changes to the Reference Rates*), an amendment or waiver that has the effect of changing or which relates to:
 - (i) the definition of "Majority Lenders", "Restricted Person", "Sanctions" or "Sanctions List" in Clause 1.1 (*Definitions*);
 - (ii) an extension to the date of payment of any amount under the Finance Documents;
 - (iii) a reduction in the Margin or a reduction in the amount of any payment of principal, interest, fees or commission payable;
 - (iv) a change in currency of payment of any amount under the Finance Documents;
 - (v) an increase in or an extension of any Commitment (other than as contemplated in this Agreement) or any requirement that a cancellation of Commitments reduces the Commitments of the Lenders rateably under the Facility;
 - (vi) a change to the Borrower;
 - (vii) any provision which expressly requires the consent of all the Lenders; or
 - (viii) Clause 2.3 (*Finance Parties' rights and obligations*), Clause 7.2 (*Change of control*), Clause 7.5 (*Mandatory Prepayment*), Clause 17.14 (*Sanctions*), Clause 20.3 (*Negative pledge*), Clause 20.5 (*Disposals*), 20.10(a) and 20.10(c) (*Anti-Corruption*), Clause 22 (*Changes to the Lenders*), this Clause 33 (*Amendments and Waivers*), Clause 38 (*Governing Law*) or Clause 39.1 (*Jurisdiction of English courts*),

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

- (b) An amendment or waiver which relates to the rights or obligations of the Agent or the Mandated Lead Arrangers (each in their capacity as such) may not be effected without the consent of the Agent or the Mandated Lead Arrangers (as the case may be).

33.3 Changes to the Reference Rates

- (a) Any amendment or waiver which relates to:

- (i) providing for the use of a Replacement Reference Rate;
- (ii) aligning any provision of any Finance Document to the use of that Replacement Reference Rate;
- (iii) enabling that Replacement Reference Rate to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Reference Rate to be used for the purposes of this Agreement);
- (iv) implementing market conventions applicable to that Replacement Reference Rate;
- (v) providing for appropriate fallback (and market disruption) provisions for that Replacement Reference Rate; or
- (vi) 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 that Replacement Reference Rate (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 be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders) and the Borrower.

- (b) Any amendment or waiver that relates to, or has the effect of, aligning the means of calculation of interest on a Loan under this Agreement to any recommendation of a Relevant Nominating Body which:

- (i) relates to the use of a risk-free reference rate on a compounded basis in the international or any relevant domestic syndicated loan markets; and
- (ii) is issued on or after the date of this Agreement,

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders) and the Borrower.

- (c) In this Clause 33.3:

- (i) **"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.

- (ii) **"Replacement Reference Rate"** means a reference rate which is:

- (A) formally designated, nominated or recommended as the replacement for the RFR by:

- I. the administrator of the RFR (provided that the market or economic reality that such reference rate measures is the same as that measured by the RFR); 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 Reference Rate"** will be the replacement under paragraph II above;

- (B) in the opinion of the Majority Lenders and the Borrower, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the RFR; or
- (C) in the opinion of the Majority Lenders and the Borrower, an appropriate successor to the RFR.

33.4 **Disenfranchisement of Defaulting Lenders**

(a) For so long as a Defaulting Lender has any Available Commitment, in ascertaining:

- (i) the Majority Lenders; or
- (ii) whether:
 - (A) any given percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments under the relevant Facility; or
 - (B) the agreement of any specified group of Lenders,

has been obtained to approve any request for a consent, waiver, amendment or other vote of Lenders under the Finance Documents,

that Defaulting Lender's Commitments will be reduced by the amount of its Available Commitments and, to the extent that that reduction results in that Defaulting Lender's Total Commitments being zero, that Defaulting Lender shall be deemed not to be a Lender for the purposes of paragraphs (i) and (ii) above.

(b) For the purposes of this Clause 33.4, the Agent may assume that the following Lenders are Defaulting Lenders:

- (i) any Lender which has notified the Agent that it has become a Defaulting Lender; and
- (ii) any Lender in relation to which it is aware that any of the events or circumstances referred to in paragraphs (a), (b) or (c) of the definition of **Defaulting Lender** has occurred,

unless it has received notice to the contrary from the Lender concerned (together with any supporting evidence reasonably requested by the Agent) or the Agent is otherwise aware that the Lender has ceased to be a Defaulting Lender.

33.5 **Excluded Commitments**

If any Defaulting Lender fails to respond to a request for a consent, waiver, amendment of or in relation to any term of any Finance Document or any other vote of Lenders under the terms of this Agreement within 10 Business Days (unless the Borrower and the Agent agree to a longer time period in relation to any request) of that request being made:

- (a) its Commitment(s) shall not be included for the purpose of calculating the Total Commitments under the Facility when ascertaining whether any relevant percentage

(including, for the avoidance of doubt, unanimity) of Total Commitments has been obtained to approve that request; and

- (b) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

33.6 Replacement of a Defaulting Lender

- (a) The Borrower may, at any time a Lender has become and continues to be a Defaulting Lender, by giving 10 Business Days' prior written notice to the Agent and such Lender:

- (i) replace such Lender by requiring such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 22 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement;
- (ii) require such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 22 (*Changes to the Lenders*) all (and not part only) of the undrawn Commitment of the Lender; or
- (iii) require such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 22 (*Changes to the Lenders*) all (and not part only) of its rights and obligations in respect of the Facility,

to a Lender or other bank, financial institution, trust, fund or other entity (a **Replacement Lender**) selected by the Borrower, which confirms its willingness to assume and does assume all the obligations, or all the relevant obligations, of the transferring Lender in accordance with Clause 22 (*Changes to the Lenders*) for a purchase price in cash payable at the time of transfer which is either:

- (A) in an amount equal to the outstanding principal amount of such Lender's participation in the outstanding Loans and all accrued interest (to the extent that the Agent has not given a notification under Clause 22.9 (*Pro rata interest settlement*)) and other amounts payable in relation thereto under the Finance Documents; or
- (B) in an amount agreed between that Defaulting Lender, the Replacement Lender and the Borrower and which does not exceed the amount described in paragraph (A) above.

- (b) Any transfer of rights and obligations of a Defaulting Lender pursuant to this Clause 33.6 shall be subject to the following conditions:

- (i) the Borrower shall have no right to replace the Agent;
- (ii) neither the Agent nor the Defaulting Lender shall have any obligation to the Borrower to find a Replacement Lender;
- (iii) the transfer must take place no later than 45 days after the notice referred to in paragraph (a) above;
- (iv) in no event shall the Defaulting Lender be required to pay or surrender to the Replacement Lender any of the fees received by the Defaulting Lender pursuant to the Finance Documents; and

- (v) the Defaulting Lender shall only be obliged to transfer its rights and obligations pursuant to paragraph (a) above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that transfer to the Replacement Lender.
- (c) The Defaulting Lender shall perform the checks described in subparagraph (b)(v) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (a) above and shall notify the Agent and the Borrower when it is satisfied that it has complied with those checks.

34. CONFIDENTIALITY

34.1 Confidential Information

Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clause 34.2 (*Disclosure of Confidential Information*) and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

34.2 Disclosure of Confidential Information

Any Finance Party may disclose:

- (a) to any of its Affiliates and Related Funds and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Confidential Information as that Finance Party shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;
- (b) to any person who:
 - (i) is or becomes a credit risk insurer or reinsurer or a potential credit risk insurer or reinsurer of any Finance Party or any such insurer; or
 - (ii) is an insurance broker acting on behalf of any Finance Party or any such insurer in relation to credit risk insurance,

and any of their professional advisers such Confidential Information as required in order for a Finance Party to obtain or maintain insurance in respect of its exposure under the Finance Documents provided that the person to whom the Confidential Information is to be given pursuant to this paragraph (b) has entered into a confidentiality undertaking in favour of the relevant Finance Party except that there shall be no requirement for a confidentiality undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information

- (c) to any person:
 - (i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents or which succeeds (or which may potentially succeed) it as Agent

and, in each case, to any of that person's Affiliates Related Funds, Representatives and professional advisers;

- (ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or the Borrower and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;
- (iii) appointed by any Finance Party or by a person to whom subparagraph (c)(i) or (ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf (including any person appointed under Clause 24.14 (*Relationship with the Lenders*));
- (iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in subparagraphs (c)(i) or (ii) above;
- (v) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;
- (vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;
- (vii) to whom or for whose benefit that Finance Party charges, assigns or otherwise creates Security (or may do so) pursuant to Clause 22.8 (*Security over Lenders' rights*);
- (viii) who is a Party, a member of the Group or any related entity of the Borrower; or
- (ix) with the consent of the Borrower;

in each case, such Confidential Information as that Finance Party shall consider appropriate if:

- (A) in relation to subparagraphs (c)(i), (ii) and (iii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;
- (B) in relation to subparagraph (c)(iv) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;

- (C) in relation to subparagraphs (c)(v), (vi) and (vii) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that Finance Party, it is not practicable so to do in the circumstances;
- (d) to any person appointed by that Finance Party or by a person to whom subparagraphs (c)(i) or (c)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including, in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (d) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the relevant Finance Party;
- (e) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Borrower if the rating agency to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information.

34.3 Disclosure to numbering service providers

- (a) Any Finance Party may disclose to any national or international numbering service provider appointed by that Finance Party to provide identification numbering services in respect of this Agreement, the Facility and/or the Borrower the following information:
 - (i) names of the Borrower;
 - (ii) country of domicile of the Borrower;
 - (iii) place of incorporation of the Borrower;
 - (iv) date of this Agreement;
 - (v) the names of the Agent and the Mandated Lead Arrangers;
 - (vi) date of each amendment and restatement of this Agreement;
 - (vii) amount of Total Commitments;
 - (viii) currency of the Facility;
 - (ix) type of Facility;
 - (x) ranking of Facility;
 - (xi) Termination Date for Facility;
 - (xii) changes to any of the information previously supplied pursuant to paragraphs (i) to (xi) above; and

- (xiii) such other information agreed between such Finance Party and the Borrower, to enable such numbering service provider to provide its usual syndicated loan numbering identification services.
- (b) The Parties acknowledge and agree that each identification number assigned to this Agreement, the Facility and/or the Borrower by a numbering service provider and the information associated with each such number may be disclosed to users of its services in accordance with the standard terms and conditions of that numbering service provider.
- (c) The Agent shall notify the Borrower and the other Finance Parties of:
 - (i) the name of any numbering service provider appointed by the Agent in respect of this Agreement, the Facility and/or the Borrower; and
 - (ii) the number or, as the case may be, numbers assigned to this Agreement, the Facility and/or the Borrower by such numbering service provider.

34.4 Entire agreement

This Clause 34 constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

34.5 Inside information

Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

34.6 Notification of disclosure

Each of the Finance Parties agrees (to the extent permitted by law and regulation) to inform the Borrower:

- (a) of the circumstances of any disclosure of Confidential Information made pursuant to Clause 34.2(c)(v) (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and
- (b) upon becoming aware that Confidential Information has been disclosed in breach of this Clause 34 (*Confidentiality*).

34.7 Continuing obligations

The obligations in this Clause 34 (*Confidentiality*) are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of 12 months from the earlier of:

- (a) the date on which all amounts payable by the Borrower under or in connection with the Finance Documents have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and
- (b) the date on which such Finance Party otherwise ceases to be a Finance Party.

35. DISCLOSURE OF LENDER DETAILS BY AGENT

The Agent shall provide to the Borrower, within 10 Business Days of a request by the Borrower (but no more frequently than once per calendar month), a list (which may be in electronic form) setting out the names of the Lenders as at the date of that request, their respective Commitments, the address (and the department or officer, if any, for whose attention any communication is to be made) of each Lender for any communication to be made or document to be delivered under or in connection with the Finance Documents, the electronic mail address and/or any other information required to enable the sending and receipt of information by electronic mail or other electronic means to and by each Lender to whom any communication under or in connection with the Finance Documents may be made by that means.

36. CONTRACTUAL RECOGNITION OF BAIL-IN

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

- (i) any Bail-In Action in relation to any such liability, including (without limitation):
 - (A) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of such liability;
 - (B) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and
 - (C) a cancellation of any such liability; and
- (ii) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

(b) In this Clause 36:

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

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

"Bail-In Legislation" means:

- (a) (a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time;
- (b) in relation to the United Kingdom, the UK Bail-in Legislation; and
- (c) in relation to any state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation.

"EEA Member Country" means any member state of the European Union, Iceland, Liechtenstein and Norway.

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

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

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

"Write-down and Conversion Powers" means:

- (a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule;
- (b) in relation to the UK Bail-In Legislation, any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers; and
- (c) in relation to any other applicable Bail-In Legislation:
 - (i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and
 - (ii) any similar or analogous powers under that Bail-In Legislation.

37. COUNTERPARTS

Each Finance Document 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 the Finance Document.

38. GOVERNING LAW

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

39. ENFORCEMENT

39.1 Jurisdiction of English courts

- (a) Unless specifically provided in another Finance Document in relation to that Finance Document, the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with any Finance Document (including a dispute relating to the existence, validity or termination of any Finance Document or any non-contractual obligation arising out of or in connection with any Finance Document) (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 39.1 is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

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

**SCHEDULE 1
THE ORIGINAL LENDERS**

Name of Original Lender	Commitment	Treaty Passport scheme reference number and jurisdiction of tax residence (if applicable)
Barclays Bank PLC	£192,000,000	N/A
BNP Paribas, London Branch	£192,000,000	N/A
HSBC Bank plc	£192,000,000	N/A
Total	£576,000,000	

SCHEDULE 2

CONDITIONS PRECEDENT

PART 1

CONDITIONS PRECEDENT TO FIRST UTILISATION

1. Corporate documentation

- 1.1. A copy of the constitutional documents of the Borrower.
- 1.2. An extract of the minutes of the board of directors of the Borrower:
 - (a) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute the Finance Documents to which it is a party;
 - (b) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf; and
 - (c) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party.
- 1.3. A specimen of the signature of each person authorised by the resolution referred to in paragraph 1.2 above.
- 1.4. A certificate of the Borrower (signed by a director) confirming that borrowing or guaranteeing, as appropriate, the Total Commitments would not cause any borrowing, guaranteeing or similar limit binding on it to be exceeded.
- 1.5. A certificate of an authorised signatory of the Borrower certifying that each copy document relating to it specified in this Schedule 2 is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement.
- 1.6. Evidence required by the Lenders for the purpose of any "know your customer" requirements.

2. Finance Documents

- 2.1. This Agreement.
- 2.2. Each Fee Letter.

3. Legal opinion

A legal opinion of Allen & Overy LLP, legal advisers to the Mandated Lead Arrangers and the Agent in England, substantially in the form distributed to the Original Lenders prior to signing this Agreement.

4. Financial information

- 4.1. The Original Financial Statements.

5. Other documents and evidence

- 5.1. A group structure chart.
- 5.2. Evidence that the fees, costs and expenses then due from the Borrower pursuant to Clause 11 (*Fees*) and Clause 16 (*Costs and Expenses*) have been paid or will be paid by the first Utilisation Date.
- 5.3. Evidence (which may be satisfied by a confirmation from the agent thereunder) that all amounts and commitments outstanding under the £125,000,000 margin loan originally entered into on 22 December 2020 between, *inter alia*, Capco Investment London (No.3) Limited, Capco Investment London (No.4) Limited (as borrowers), HSBC Bank Plc and BNP Paribas (as original lenders) and HSBC Bank Plc (as facility agent) have been repaid and cancelled in full.
- 5.4. A copy of the RNS of the Borrower or the Target confirming that the acquisition of the Target has been completed.
- 5.5. The Permitted Lender List.

SCHEDULE 3

REQUESTS

PART 1

UTILISATION REQUEST

From: [The Borrower]

To: [•]

Dated: [•]

Dear Sirs

**[The Borrower] - £[•] Facility Agreement
dated [•] 2022 (the Agreement)**

1. We refer to the Agreement. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request. This is a Utilisation Request.
2. We wish to borrow a Loan on the following terms:
3. Proposed Utilisation Date: [] (or, if that is not a Business Day, the next Business Day)
4. Amount: [] or, if less, the Available Commitments
5. Payment Instructions: []
6. We confirm that each condition specified in Clause 4.2 (*Further Conditions Precedent*) is satisfied on the date of this Utilisation Request.
7. This Utilisation Request is irrevocable.

Yours faithfully

.....
authorised signatory for
[The Borrower]

PART 2

FORM OF EXTENSION NOTICE

From: [The Borrower]

To: [•] as Agent

Dated: [•]

Dear Sirs

**[The Borrower] - £[•] Facility Agreement
dated [•] 2022 (the Agreement)**

1. We refer to the Agreement. This is the Extension Notice.
2. Terms defined in the Agreement shall have the same meaning in this notice.
3. We hereby give you notice pursuant to Clause 6.3 (*Extension of the Facility*) of the Agreement that we wish to extend the Termination Date applicable to the Facility so as to expire on [•].
4. We confirm that:
 - a. no Default is continuing or would occur as a result of the extension to the Termination Date applicable to the Facility in accordance with this Extension Notice; and
 - b. the Repeating Representations are correct in all material respects on the date of this Extension Notice.
5. This Extension Notice and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....
authorised signatory for
[The Borrower]

We acknowledge and agree to the above.

.....
duly authorised
for and on behalf of
[•] as Agent

PART 3

FORM OF EXTENSION REQUEST

From: [The Borrower]

To: [•] as Agent

Dated: [•]

Dear Sirs

**[The Borrower] - £[•] Facility Agreement
dated [•] 2022 (the Agreement)**

1. We refer to the Agreement. This is an Extension Request.
2. Terms defined in the Agreement shall have the same meaning in this notice.
3. We hereby request you pursuant to Clause 6.3 (*Extension of the Facility*) of the Agreement that we wish to extend the Termination Date applicable to the Facility so as to expire on [•].
4. We confirm that:
 - a. no Default is continuing or would occur as a result of the extension to the Termination Date applicable to the Facility in accordance with this Extension Request; and
 - b. the Repeating Representations are correct in all material respects on the date of this Extension Request.
5. This Extension Request and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....
authorised signatory for
[The Borrower]

We acknowledge and agree to the above.

.....
duly authorised
for and on behalf of
[•] as Agent

SCHEDULE 4

FORM OF TRANSFER CERTIFICATE

To: [•] as Agent

From: [The Existing Lender] (the **Existing Lender**) and [The New Lender] (the **New Lender**)

Dated:

**[The Borrower] - £[•] Facility Agreement
dated [●] 2022 (the Agreement)**

1. We refer to the agreement. This is a transfer certificate. Terms defined in the agreement have the same meaning in this transfer certificate unless given a different meaning in this transfer certificate.
2. We refer to Clause 22.5 (*Procedure for transfer*):
 - (a) The Existing Lender and the New Lender agree to the Existing Lender transferring to the New Lender by novation in accordance with Clause 22.5 (*Procedure for transfer*) all of the Existing Lender's rights and obligations under the Agreement and the other Finance Documents which relate to that portion of the Existing Lender's Commitment(s) and participation[s] in the Loans under the Agreement as specified in the Schedule;
 - (b) The proposed Transfer Date is []; and
 - (c) The Facility Office and address and attention details for notices of the New Lender for the purposes of Clause 29.2 (*Addresses*) are set out in the Schedule.
3. The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in Clause 22.4 (*Limitation of responsibility of Existing Lenders*).
4. The New Lender confirms, for the benefit of the Agent and without liability to the Borrower, that it is:
 - (a) [a Qualifying Lender (other than a Treaty Lender);]
 - (b) [a Treaty Lender;]
 - (c) [not a Qualifying Lender].¹
- [5/6]. [The New Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:
 - (a) a company resident in the United Kingdom for United Kingdom tax purposes; or
 - (b) a partnership each member of which is:
 - (i) a company resident in the United Kingdom for United Kingdom tax purposes;
or
 - (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19

¹ Delete as applicable – each New Lender is required to confirm which of these three categories it falls within.

of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or

- (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing its chargeable profits (within the meaning of section 19 of the CTA).]²

[5/6]. [The New Lender confirms that it holds a passport under the HMRC DT Treaty Passport scheme (reference number []) and is tax resident in []³, so that interest payable to it by borrowers is generally subject to full exemption from UK withholding tax.]

[6/7]. This Transfer Certificate may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Transfer Certificate.

[7/8]. This Transfer Certificate and any non-contractual obligations arising out of or in connection with it are governed by English law.

[9/10]. This Transfer Certificate has been entered into on the date stated at the beginning of this Transfer Certificate.

² Include if New Lender comes within paragraph (i)(B) of the definition of Qualifying Lender in Clause 12.1 (Definitions)

³ Insert jurisdiction of tax residence.

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 Lender]

[New Lender]

By:

By:

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

[The Agent]

By:

SCHEDULE 5

FORM OF ASSIGNMENT AGREEMENT

To: [•] as Agent and [the Borrower] as Borrower

From: [Existing Lender] (the **Existing Lender**) and [New Lender] (the **New Lender**)

Dated:

[The Borrower] - £[•] Facility Agreement dated [●] 2022 (the Agreement)

1. We refer to the agreement. This is an assignment agreement. Terms defined in the agreement have the same meaning in this assignment agreement unless given a different meaning in this assignment agreement.
2. We refer to Clause 22.6 (*Procedure for assignment*):
 - (a) the Existing Lender assigns absolutely to the New Lender all the rights of the Existing Lender under the Agreement and the other Finance Documents which relate to that portion of the Existing Lender's Commitment(s) and participations in the Loans under the Agreement as specified in the Schedule;
 - (b) the Existing Lender is released from all the obligations of the Existing Lender which correspond to that portion of the Existing Lender's Commitment(s) and participation[s] in the Loans under the Agreement specified in the Schedule; and
 - (c) the New Lender becomes a Party as a Lender and is bound by obligations equivalent to those from which the Existing Lender is released under paragraph 2(b) above.
3. The proposed Transfer Date is [].
4. On the Transfer Date the New Lender becomes Party to the Finance Documents as a Lender.
5. The Facility Office and address and attention details for notices of the New Lender for the purposes of Clause 29.2 (*Addresses*) are set out in the Schedule.
6. The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in Clause 22.4 (*Limitation of responsibility of Existing Lenders*).
7. The New Lender confirms, for the benefit of the Agent and without liability to the Borrower, that it is:
 - (a) [a Qualifying Lender (other than a Treaty Lender);]
 - (b) [a Treaty Lender:]
 - (c) [not a Qualifying Lender].⁴
- [8]. [The New Lender confirms that it holds a passport under the HMRC DT Treaty Passport scheme (reference number []) and is tax resident in []⁵, so that interest payable to it by borrowers is generally subject to full exemption from UK withholding tax.]

⁴ Delete as applicable - each New Lender is required to confirm which of these three categories it falls within.

⁵ Insert jurisdiction of tax residence.

- [8/9]. [The New Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:
- (d) a company resident in the United Kingdom for United Kingdom tax purposes; or
 - (e) a partnership each member of which is:
 - (i) a company resident in the United Kingdom for United Kingdom tax purposes; or
 - (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or
 - (f) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.] ⁶
- [9/10]. This Assignment Agreement acts as notice to the Agent (on behalf of each Finance Party) [and, upon delivery in accordance with Clause 22.7 (*Copy of Transfer Certificate, Assignment Agreement or Increase Confirmation to Borrower*) to the Borrower] of the assignment referred to in this Assignment Agreement.
- [10/11]. This Assignment Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Assignment Agreement.
- [11/12]. This Assignment Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.
- [12/13]. This Assignment Agreement has been entered into on the date stated at the beginning of this Assignment Agreement.

⁶ Include only if New Lender is a UK Non-Bank Lender – i.e. falls within paragraph (i)(B) of the definition of Qualifying Lender in Clause 12.1 (Definitions).

THE SCHEDULE

Rights to be assigned and obligations to be released and undertaken

[insert relevant details]

[Facility office address and attention details for notices and account details for payments]

[Existing Lender]

[New Lender]

By:

By:

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

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

[Agent]

By:

SCHEDULE 6

FORM OF COMPLIANCE CERTIFICATE

To: [•] as Agent
From: [The Borrower]
Attention: []
Dated:
Dear Sirs

[To update once Financial Covenants are agreed]

[The Borrower] -£[•] Facility Agreement dated [•] 2022 (the Agreement)

We refer to the Agreement. This is a Compliance Certificate. Terms defined in the Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

We confirm that on the last day of the most recent Measurement Period:

- (a) Consolidated Net Borrowings is £[•]; the Value of all Properties is £[•], therefore the percentage of (i) Consolidated Net Borrowings to (ii) the Value of the Properties is [•]%;
- (b) Net Rental Income for the most recent Measurement Period was £[•], Interest Charges for that Measure Period were £[•], therefore Net Rental Income is [•]% of Interest Charges;
- (c) [Unencumbered Assets of the Group were £[•], Unsecured Financial Indebtedness was £[•] and therefore the ratio of Unencumbered Assets of the Group to Unsecured Financial Indebtedness was: [].] **[Note only provided in respect of Measurement Periods ending on/after 31 December 2023]**

We confirm that no Event of Default is continuing as at the date of this Compliance Certificate.

SIGNED:.....

Director

of [The Borrower]

SCHEDULE 7

FORM OF INCREASE CONFIRMATION

To: [•] as Agent and [the Borrower]

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

Dated:

**[The Borrower] - £[•] Facility
Agreement dated [●] 2022 (the Facility Agreement)**

1. We refer to the Facility Agreement. This agreement (the "Agreement") shall take effect as an Increase Confirmation for the purpose of the Facility Agreement. Terms defined in the Facility Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.
2. We refer to Clause 2.2 (*Increase*) of the Facility Agreement.
3. The Increase Lender agrees to assume and will assume all of the obligations corresponding to the Commitment specified in the Schedule (the "**Relevant Commitment**") as if it was an Original Lender under the Facility Agreement.
4. The proposed date on which the increase in relation to the Increase Lender and the Relevant Commitment is to take effect (the "**Increase Date**") is [].
5. On the Increase Date, the Increase Lender becomes party to the relevant Finance Documents as a Lender.
6. The Facility Office and address and attention details for notices to the Increase Lender for the purposes of Clause 29.2 (*Addresses*) are set out in the Schedule.
7. The Increase Lender expressly acknowledges the limitations on the Lenders' obligations referred to in paragraph (g) of Clause 2.2 (*Increase*).
8. The Increase Lender confirms, for the benefit of the Agent and without liability to the Borrower, that it is:
 - (a) [a Qualifying Lender (other than a Treaty Lender);]
 - (b) [a Treaty Lender;]
 - (c) [not a Qualifying Lender]. ⁷
9. [The Increase Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:
 - (a) a company resident in the United Kingdom for United Kingdom tax purposes;
 - (b) a partnership each member of which is:
 - (i) a company so resident in the United Kingdom; or

⁷ Delete as applicable – each Increase Lender is required to confirm which of these three categories it falls within.

- (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or
 - (iii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.]⁸
- 9. [The Increase Lender confirms that it holds a passport under the HMRC DT Treaty Passport scheme (reference number []) and is tax resident in []*, so that interest payable to it by borrowers is generally subject to full exemption from UK withholding tax and hereby notifies the Borrower that it wishes the scheme to apply to the Facilities Agreement.]
- 10. This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.
- 11. This Agreement [and any non-contractual obligations arising out of or in connection with it] [is/are] governed by English law.
- 12. This Agreement has been entered into on the date stated at the beginning of this Agreement.

⁸ Include only if New Lender is a UK. Non-Bank Lender i.e. falls within paragraph (i)(B) of the definition of Qualifying Lender in Clause 12.1 (Definitions).

* Insert jurisdiction of tax residence.

THE SCHEDULE

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

[insert relevant details]

[Facility office address and attention details for notices and account details for payments]

[Increase Lender]

By:

This Agreement is accepted as an Increase Confirmation for the purposes of the Facility Agreement by the Agent and the Increase Date is confirmed as [].

Agent

By:

SCHEDULE 8
REFERENCE RATE TERMS

CURRENCY: Sterling.

Definitions

Additional Business Days: An RFR Banking Day.

**Business Day Conventions
(definition of "Month" and Clause
9.2 (Non-Business Days)):**

- (a) If any period is expressed to accrue by reference to a Month or any number of Months then, in respect of the last Month of that period:
 - (i) subject to paragraph (iii) below, if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;
 - (ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and
 - (iii) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.
- (b) If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

Central Bank Rate: The Bank of England's Bank Rate as published by the Bank of England from time to time.

Central Bank Rate Adjustment: In relation to the Central Bank Rate prevailing at close of business on any RFR Banking Day, the mean (calculated by the Agent, or by any other Finance Party which agrees to do so in place of the Agent) of the Central Bank Rate Spreads for the five most immediately preceding RFR Banking Days for which the RFR was available, excluding the days with the highest (and, if there is more than one highest spread, only one of those highest spreads) and lowest spreads (or, if there is more than one lowest spread, only one of those lowest spreads) to the Central Bank Rate.

Central Bank Rate Spread: In relation to any RFR Banking Day, the difference, expressed as a percentage per annum) calculated by the Agent (or by any other Finance Party which agrees to do so in place of the Agent) of:

- (a) the RFR for that RFR Banking Day; and
- (b) the Central Bank Rate prevailing at close of business on that RFR Banking Day.

Daily Rate:

The "**Daily Rate**" for any RFR Banking Day is:

- (a) the RFR for that RFR Banking Day;
- (b) if the RFR is not available for that RFR Banking Day, the percentage rate per annum which is the aggregate of:
 - (i) the Central Bank Rate for that RFR Banking Day ; and
 - (ii) the applicable Central Bank Rate Adjustment; or
- (c) if paragraph (a) above applies but the Central Bank Rate for that RFR Banking Day is not available, the percentage rate per annum which is the aggregate of:
 - (i) the most recent Central Bank Rate for a day which is no more than 5 RFR Banking Days before that RFR Banking Day; and
 - (ii) the applicable Central Bank Rate Adjustment,

rounded, in either case, to four decimal places and if, in either case, that rate is less than zero, the Daily Rate shall be deemed to be zero.

Lookback Period:

Five RFR Banking Days.

Market Disruption Rate:

None specified.

Relevant Market:

The sterling wholesale market

RFR:

The SONIA (sterling overnight index average) reference rate displayed on the relevant screen of any authorised distributor of that reference rate.

RFR Banking Day:

A day (other than a Saturday or Sunday) on which banks are open for general business in London.

Interest Periods

Periods capable of selection as Interest Periods (Clause 9.1 (*Interest Periods*)):

1 or 3 Months

SCHEDULE 9
DAILY NON-CUMULATIVE COMPOUNDED RFR RATE

The "**Daily Non-Cumulative Compounded RFR Rate**" for any RFR Banking Day "i" during an Interest Period for a Loan is the percentage rate per annum (without rounding, to the extent reasonably practicable for the Finance Party performing the calculation, taking into account the capabilities of any software used for that purpose) calculated as set out below:

$$(UCCDR_i - UCCDR_{i-1}) \times \frac{dcc}{n_i}$$

where:

"**UCCDR_i**" means the Unannualised Cumulative Compounded Daily Rate for that RFR Banking Day "i";

"**UCCDR_{i-1}**" means, in relation to that RFR Banking Day "i", the Unannualised Cumulative Compounded Daily Rate for the immediately preceding RFR Banking Day (if any) during that Interest Period;

"**dcc**" means 365 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number;

"**n_i**" means the number of calendar days from, and including, that RFR Banking Day "i" up to, but excluding, the following RFR Banking Day; and

the "**Unannualised Cumulative Compounded Daily Rate**" for any RFR Banking Day (the "**Cumulated RFR Banking Day**") during that Interest Period is the result of the below calculation (without rounding, to the extent reasonably practicable for the Finance Party performing the calculation, taking into account the capabilities of any software used for that purpose):

$$ACCDR \times \frac{tn_i}{dcc}$$

where:

"**ACCDR**" means the Annualised Cumulative Compounded Daily Rate for that Cumulated RFR Banking Day;

"**tn_i**" means the number of calendar days from, and including, the first day of the Cumulation Period to, but excluding, the RFR Banking Day which immediately follows the last day of the Cumulation Period;

"**Cumulation Period**" means the period from, and including, the first RFR Banking Day of that Interest Period to, and including, that Cumulated RFR Banking Day;

"**dcc**" has the meaning given to that term above; and

the "**Annualised Cumulative Compounded Daily Rate**" for that Cumulated RFR Banking Day is the percentage rate per annum (rounded to four decimal places) calculated as set out below:

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

where:

"**d₀**" means the number of RFR Banking Days in the Cumulation Period;

"**Cumulation Period**" has the meaning given to that term above;

"**i**" means a series of whole numbers from one to d_0 , each representing the relevant RFR Banking Day in chronological order in the Cumulation Period;

"**DailyRate_{i-LP}**" means, for any RFR Banking Day "**i**" in the Cumulation Period, the Daily Rate for the RFR Banking Day which is the Lookback Period prior to that RFR Banking Day "**i**";

"**n_i**" means, for any RFR Banking Day "**i**" in the Cumulation Period, the number of calendar days from, and including, that RFR Banking Day "**i**" up to, but excluding, the following RFR Banking Day;

"**dcc**" has the meaning given to that term above; and

"**tn_i**" has the meaning given to that term above.

SIGNATORIES

Borrower

CAPITAL & COUNTIES PROPERTIES PLC

By:

[Redacted Signature]

Address for notices:

[Redacted Address]

Attention:

[Redacted Attention]

Mandated Lead Arrangers

BARCLAYS BANK PLC

B 

BNP PARIBAS, LONDON BRANCH

By:

By:

HSBC BANK PLC

By:

Mandated Lead Arrangers

BARCLAYS BANK PLC

By:

BNP PARIBAS, LONDON BRANCH

By:

[REDACTED]

By:

[REDACTED]

HSBC BANK PLC

By:

Mandated Lead Arrangers

BARCLAYS BANK PLC

By:

BNP PARIBAS, LONDON BRANCH

By:

By:

HSBC BANK PLC

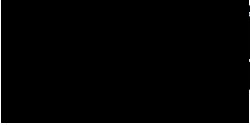
By: [REDACTED]

[REDACTED]

VICE PRESIDENT, UK BANKING

The Original Lenders

BARCLAYS BANK PLC

By: 

BNP PARIBAS, LONDON BRANCH

By:

By:

HSBC BANK PLC

By:

The Original Lenders

BARCLAYS BANK PLC

By:

BNP PARIBAS, LONDON BRANCH

By:

[REDACTED]

[REDACTED]

By:

[REDACTED]

[REDACTED]

HSBC BANK PLC

By:

The Original Lenders

BARCLAYS BANK PLC

By:

BNP PARIBAS, LONDON BRANCH

By:

By:

HSBC BANK PLC

By: [REDACTED] ..

[REDACTED]

VICE PRESIDENT, UK BANKING

Agent

Signed for and on behalf of **HSBC BANK PLC**

By: .

Address for notices:

Attention:

E-mail: