CONFIDENTIAL

To: HSBC Bank plc ("HSBC"),

Royal Bank of Canada ("RBC"),

Barclays Bank PLC ("Barclays" and, together with HSBC and RBC, the "Existing Mandate Parties"),

Banco Santander, S.A. ("Santander"),

Lloyds Bank plc ("Lloyds"),

National Westminster Bank Plc ("NatWest"),

Standard Chartered Bank ("Standard Chartered"),

ING Bank N.V., London Branch ("ING"),

Intesa Sanpaolo S.p.A., London Branch ("Intesa"),

Natixis, London Branch ("Natixis"),

BNP Paribas ("BNPP"),

DNB (UK) Limited ("DNB" and, together with Santander, Lloyds, NatWest, Standard Chartered, ING, Intesa, Natixis and BNPP, the "New Mandate Parties"),

and

RBC Europe Limited (the "Facility Agent")

From: OCS Parco Limited ("Parent"), OCS Group Holdings Limited ("Midco"), OCS Group Investments Limited ("Holdco") and OCS Group International Limited ("Bidco" and, together with Parent, Midco and Holdco, each a "Guarantor" and together the "Guarantors")

28 August 2026

PROJECT MARLIN – THE FACILITIES

1. INTRODUCTION

1.1 We refer to: (i) the Commitment Letter in respect of Project Marlin dated 17 July 2026 (as amended pursuant to an amendment letter dated 13 August 2026) between the Existing Mandate Parties, the Facility Agent and Midco (the "Commitment Letter") to which is attached summary terms as Exhibits A – E thereto and Annexes and Schedules thereto (together, the "Term Sheet"), (ii) the Senior Facilities Fee Letter in respect of Project Marlin dated 17 July 2026 between the Existing Mandate Parties and Midco (the "Senior Fee Letter"), (iii) the Bridge Fee Letter in respect of Project Marlin dated 17 July 2026 between the Existing Mandate Parties and Midco (the "Bridge Fee Letter" and, together with the Senior Fee Letter, the "Fee Letters") and (iv) the Interim Loan Agreement dated 20 July 2026 between the Existing Mandate Parties as Original Interim Lenders, Lead Arrangers and as Underwriters, RBC Europe Limited as Interim Facility Agent, RBC Europe Limited as Interim Security Agent, Midco as Borrower, and the Guarantors (the "Acquisition Interim Loan Agreement"). Terms defined in the Commitment Letter (including the Term Sheet) have the same meaning when used in this letter unless defined herein.

2. REVISED COMMITMENTS

The parties to this letter hereby agree that, with effect on and from the date hereof:

2.1 The commitments with respect to the Facilities shall be by the entities and in the amounts as set forth in Schedule 1 to this letter and all references to "commitments" (or equivalent terms) of the Underwriters and Lead Arrangers in the Mandate Documents shall refer to the commitments of such parties as set out in this letter. For the avoidance of doubt, for the purposes of calculating the "commitments" of a Lead Arranger under the Mandate Documents (where such calculation does not already take into account the commitments of the Underwriters), such "commitments" shall be the total of such Lead Arranger's commitments and the commitments of any of its affiliates that is an Underwriter as set out in Schedule 1 to this letter;

2.2 Schedule 4 (*Interim Commitments*) of the Acquisition Interim Loan Agreement shall be amended by replacing the current schedule with the table set forth in Part 1 (*Interim Commitments – Acquisition Interim Loan Agreement*) of Schedule 2 to this letter;

2.3 Schedule 4 (*Interim Commitments*) in Exhibit F (*Form of Interim Loan Agreement*) to the Commitment Letter shall be amended by replacing the current schedule with the table set forth in Part 2 (*Interim Commitments – Interim Loan Agreements)* of Schedule 2 to this letter;

2.4 The New Mandate Parties shall constitute a Lead Arranger, Underwriter and/or Original Interim Lender, as applicable (with each New Mandate Party's relevant capacities as set out next to such New Mandate Party's name on its signature page), pursuant to the terms of the Commitment Letter and each other Mandate Document to which a Lead Arranger, Underwriter and Original Interim Lender is a party and the New Mandate Parties agree to be bound by the terms of, and comply with the obligations set out in, the Commitment Letter and each other Mandate Document to which a Lead Arranger, Underwriter and Original Interim Lender is a party as Lead Arranger, Underwriter and Original Interim Lender as if they had originally been party to such Mandate Documents as Lead Arrangers, Underwriters and Original Interim Lenders (respectively) (in each case, as applicable, with the New Mandate Party's relevant capacities as set out next to such New Mandate Party's name on its signature page);

2.5 Each reference to the "Bookrunners" in each Mandate Document shall be amended so that each New Mandate Party which is a Lead Arranger (as set out next to such New Mandate Party's name on its signature page) shall also constitute a "Bookrunner" for the purposes of the Mandate Documents;

2.6 Midco agrees to assume all of the obligations set out in the Commitment Letter and each other Mandate Document to which a Lead Arranger, an Underwriter and an Interim Lender is a party towards the New Mandate Parties as if they had originally been party to such Mandate Documents as Lead Arrangers, Underwriters and Interim Lenders (as applicable), including, for the avoidance of doubt, the requirement to pay any fees to each of the Lead Arrangers and Underwriters pursuant to the terms of the Fee Letters (and for the avoidance of doubt, any Underwriting Fee shall be payable in respect of amounts underwritten by such Lead Arranger and/or any of its affiliates which is an Underwriter (as applicable, and without any double counting) as set out in Schedule 1 to this letter);

2.7 Each reference to the "Commitment Letter" or "Interim Loan Agreements" or equivalent term in the Commitment Letter and each other Mandate Document shall be construed as a reference to the Commitment Letter or Interim Loan Agreement(s) (as applicable) as amended by this letter (unless expressly stated otherwise);

2.8 Notwithstanding paragraph 2.7 above, for the avoidance of doubt, each reference to the date of the Commitment Letter shall remain 17 July 2026 and each reference to the date of the Acquisition Interim Loan Agreement (or equivalent terms) shall remain 20 July 2026;

2.9 Midco and, where applicable, each Guarantor, hereby makes each of the representations set out under the heading "Representations" of the Commitment Letter and set out under clause 14.1 (*Major Representations*) of the Interim Loan Agreement on the date hereof for the benefit of each of the Lead Arrangers, the Underwriters and the Original Interim Lenders (including both the Existing Mandate Parties and the New Mandate Parties); and

2.10 For the avoidance of doubt, any underwriting fees, upfront fees and/or arrangement fees to be paid to the Existing Mandate Parties pursuant to the Senior Fee Letter shall be calculated by reference to the commitments of the Existing Mandate Parties as set out in Schedule 1 to this letter.

3. CONDITIONS PRECEDENT

3.1 The New Mandate Parties confirm as at the date hereof that the status of the conditions precedent contained in Schedule 3 (*Conditions Precedent*) to the Acquisition Interim Loan Agreement are as set out in Annexes 1 to 2 of the Project Marlin – Conditions Precedent Letter (Acquisition) dated 20 July 2026 from RBC Europe Limited to Midco.

3.2 The New Mandate Parties confirm as at the date hereof that the status of the conditions precedent contained in Schedule 3 (*Conditions Precedent*) to the Refinancing Interim Loan Agreement are as set out in Annexes 1 to 3 of the Project Marlin – Conditions Precedent Letter (Refinancing) dated 20 July 2026 from RBC Europe Limited to Midco.

4. AMENDMENTS

4.1 By countersigning this letter, you agree that the Commitment Letter, the Senior Term Sheet, the Bridge Term Sheet, the Senior Fee Letter, the Bridge Fee Letter and the Acquisition Interim Loan Agreement will be amended with immediate effect as follows to delete the bold, stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the bold, double-underlined text (indicated textually in the same manner as the following example: **double-underlined text**):

4.1.1 amending the section titled "Delegation" in the Commitment Letter to include the following additional paragraphs at the end of such section:

"In relation to Natixis, "Affiliate" shall also mean any member of the Banques Populaires and Caisses d'Epargne networks and any other entities affiliated within the meaning of articles L.512-11, L.512-86 and L.512-106 of the *French Code Monétaire et Financier*.

Standard Chartered Bank may transfer, assign, delegate or novate any or all of their rights or obligations under the Mandate Documents and the Engagement Letter to any of Standard Chartered Bank (Hong Kong) Limited and/or Standard Chartered Bank (Singapore) Limited and will, following that transfer, assignment, delegation or novation, cease to have any obligations in respect of that role under the Mandate Documents and the Engagement Letter and Standard Chartered Bank (Hong Kong) Limited and/or Standard Chartered Bank (Singapore) Limited (as applicable) will assume all obligations under the Mandate Documents and the Engagement Letter (as applicable), *provided* that any such transferee, assignee or delegate (i) shall be deemed to accept the status of the conditions precedent set out in (A) the

Project Marlin – Conditions Precedent Letter (Acquisition) dated 20 July 2026 from RBC Europe Limited to Midco and (B) the Project Marlin – Conditions Precedent Letter (Refinancing) dated 20 July 2026 from RBC Europe Limited to Midco (together, the "CP Satisfaction Letters") and (ii) shall, if requested by Midco, provide confirmation of such conditions precedent status in a substantially equivalent form to the CP Satisfaction Letters."

4.1.2 amending the section titled "Confidentiality" in the Commitment Letter to include the following additional paragraph at the end of such section:

"**Notwithstanding anything contained in this letter, the Mandate Documents or the Engagement Letter, nothing in this letter, the Mandate Documents or the Engagement Letter shall prohibit or restrict you from reporting violations of law or regulation to, otherwise communicating directly with, cooperating with or providing information to any relevant governmental or regulatory body, in each case where (and to the extent) required pursuant to applicable "whistleblower" laws or regulations.**"

4.1.3 amending the seventh paragraph of the section titled "Lenders" in the Senior Term Sheet as follows:

"Transfers in respect of the Revolving Facility will also require the consent of the issuing bank under the Revolving Facility (such consent not to be unreasonably withheld, conditioned or delayed), ***provided*** **that such consent right of the issuing bank shall only apply with respect to transfers or assignments and not with respect to any sub-participations**."

4.1.4 amending the second paragraph of the section titled "Baskets" in the Senior Term Sheet as follows:

"The Numerical Baskets shall be calculated by reference to opening LTM EBITDA of ~~£828 million~~ **£808 million** and shall operate as a "floor" on the relevant basket/permission/threshold such that the relevant permission shall be the greater of the Grower Basket and the corresponding Numerical Basket, *provided* that where the Grower Basket exceeds the corresponding Numerical Basket, such greater Grower Basket shall operate as the new "floor" on the relevant basket/permission/threshold on a permanent basis notwithstanding any subsequent decrease to LTM EBITDA."

4.1.5 amending the first paragraph of the section titled "Incremental Facilities" in the Senior Term Sheet as follows:

"The Parent and/or any Borrower under the Senior Facilities shall be entitled to request (a) additional loans under the Senior Term Loan Facility, (b) one or more new term loan facilities, (c) additional loans under the Revolving Facility (which may be made available as loans and/or ancillary facilities) and/or (d) one or more new revolving loan facilities (which may be made available as loans and/or ancillary facilities), in each case to be included in the Senior Facilities (any such loans, "Incremental Loans") in an aggregate principal amount not to exceed (x) the greater of ~~£828 million~~ **£808 million** and 100% of Consolidated EBITDA as determined by reference to the most recently provided quarterly or annual accounts, plus the amount of any available capacity under the general debt baskets (the "Cash Capped Incremental Facility"), *plus* (y) an additional amount which, on a pro forma basis after giving effect to the incurrence of any such Incremental Loan (and after giving effect to any acquisition consummated concurrently therewith and all other appropriate pro forma adjustment events and calculated as if any revolving Incremental Loan were fully drawn (provided that, in respect of additional loans under the Revolving Facility, only the amount of such additional Incremental Loans shall be counted for this purpose) on the effective date thereof), would not result in (i) in the case of Incremental Loans secured on a *pari passu* basis with the Senior Term Loan Facilities, the Consolidated Senior Secured Leverage Ratio being (A) greater than ~~4.90:1~~ **5.00:1** or (B) higher than it was immediately prior to the incurrence of such indebtedness, (ii) in the case of Incremental Loans secured on a junior basis to the Senior Term Loan Facilities, either (A) the Consolidated Total Secured Net Leverage Ratio (to be defined on a basis consistent with the Opella Precedent (the "Consolidated Total Secured Net Leverage Ratio")) being (1) greater than ~~5.90:1~~ **6.00:1** or (2) higher than it was immediately prior to the incurrence of such indebtedness or (B) the Consolidated Coverage Ratio being (1) less than 1.75:1.00 or (2) less than the Consolidated Coverage Ratio in effect prior to the incurrence of such indebtedness and (iii) in the case of Incremental Loans that are secured by assets that are not Collateral or are unsecured, either (A) the Consolidated Leverage Ratio being (1) greater than ~~6.40:1.00~~ **6.50:1.00** or (2) higher than it was immediately prior to the incurrence of such indebtedness or (B) the Consolidated Coverage Ratio being (1) less than 1.75:1.00 or (2) less than the Consolidated Coverage Ratio in effect prior to such transactions (the amount available under this paragraph (y), the "Ratio Incremental Facility"), *plus* (z) an amount equal to (i) all voluntary prepayments (other than any prepayment in connection with a permitted refinancing) and debt buybacks of Senior Term Loans, pari passu Incremental Loans and any Pari Passu Indebtedness, (ii) any amounts prepaid pursuant to the yank-the-bank provisions and (iii) any permanent cancellation of commitments under the Revolving Facility or any pari passu incremental Revolving Facility (the "Voluntary Prepayment Incremental Facility"), provided that (A) at the Parent's option, capacity under the Voluntary Prepayment Incremental Facility shall be deemed to be used before capacity under the Ratio Incremental Facility, and capacity under the Ratio Incremental Facility shall be deemed to be used before capacity under the Cash Capped Incremental Facility, and (B) loans may be incurred under both the Cash Capped Incremental Facility and the Ratio Incremental Facility, and proceeds from any such incurrence under both the Cash Capped Incremental Facility and the Ratio Incremental Facility may be utilised in a single transaction by first calculating the incurrence under the Ratio Incremental Facility and then calculating the incurrence under the Cash Capped Incremental Facility, *provided*:

(a) the Incremental Loans will, subject to the Security Principles, have the same guarantees as, and be secured, at the election of the Parent, on a *pari passu* or junior basis to, the same collateral securing the Senior Facilities;

(b) no existing Lender will be required to participate in any such Incremental Loans;

(c) an Incremental Loan may only be requested if no Event of Default is continuing (and at the time the request is made, no Event of Default would, in the Parent's reasonable determination, be reasonably likely to arise as a result of the incurrence of the Incremental Loan and the application thereof) or, in the case of an Incremental Loan being made to fund a Limited Condition Transaction, no Certain Funds Period Event of Default is continuing or would exist after giving effect thereto as of the date a definitive agreement for such Limited Condition Transaction is entered into;

(d) the maturity date of any term Incremental Loans shall be no earlier than the maturity date of the Senior Term Loan Facility and the average life to maturity of any term Incremental Loans shall be no shorter than the remaining average life to maturity of the Senior Term Loan Facility (subject to exceptions for customary bridge financings, customary escrow arrangements, for amortisation of up to 1 per cent. per annum, for incremental loans incurred in connection with a permitted acquisition or other investment and for incremental loans the aggregate principal amount of which does not exceed greater of ~~£1,656 million~~ **£1,616 million** and 200% of Consolidated EBITDA ~~the~~ (**the** "Earlier Maturity Exceptions" which, for the avoidance of doubt, apply on an aggregate basis in this paragraph (d) and paragraphs (a) and (b) in the Refinancing Facilities section below)); and

(e) the interest rate margins and amortisation schedule applicable to the Incremental Loans shall be determined by the Parent and the lenders thereunder,

provided that, with respect to any term Incremental Loan made on or prior to the date that is 6 months after the Closing Date, in the event that the interest rate margins for any term Incremental Loans are higher than the interest rate margins for the Senior Term Loan Facility by more than 100 basis points, then the interest rate margins for the Senior Term Loan Facility shall be increased to the extent necessary so that such interest rate margins are equal to the interest rate margins of the term Incremental Loans minus 100 basis points; *provided* further that, in determining the interest rate margins applicable to the term Incremental Loans and for the Senior Term Loan Facility (x) original issue discount ("OID") or upfront fees (which shall be deemed to constitute like amounts of OID) payable by the relevant Borrower to the Lenders under the relevant Senior Facilities or any term Incremental Loans (other than any OID or upfront fees payable to the underwriters or arrangers in respect of such Incremental Loans), in the initial primary syndication thereof, shall be included and equated to interest (with OID being equated to interest based on assumed 4-year life to maturity and assuming the term Incremental Loans were fully drawn) and (y) customary arrangement, underwriting, commitment or other fees payable to the Lead Arrangers (or their respective affiliates) in connection with the Senior Facilities or to one or more arrangers or underwriters (or their affiliates) of any Incremental Loans shall be excluded (it being understood that (A) the effects of any and all interest rate floors shall be disregarded in determining whether the foregoing "most favoured nation" clause applies and (B) the foregoing "most favoured nation" clause shall not apply to any Incremental Loans (i) that are incurred under the Cash Capped Incremental Facility basket, Voluntary Prepayment Incremental Basket or general debt baskets; (ii) which mature after the maturity of the Senior Term Loan Facility or have a longer weighted average life; (iii) that are in a different currency or currencies to the Senior Term Loan Facility; (iv) that are subject to a fixed interest rate; (v) that are incurred in connection with a permitted investment, acquisition, dividend recapitalisation or any refinancing of any other indebtedness; (vi) that are not broadly syndicated and/or (vii) the aggregate principal amount of which does not exceed the greater of ~~£1,656 million~~ **£1,616 million** and 200% of Consolidated EBITDA."

4.1.6 amending the section titled "Applicable Margin (Term Loan Facility B1)" in Schedule 1 (*Senior Term Loan Facilities Term Sheet*) of the Senior Term Sheet as follows:

"5.00% per annum, subject to the margin ratchet set out below (which shall apply from the end of the first full financial quarter ended after the Closing Date) and a 0% floor.

Consolidated Senior Secured Leverage Ratio	Facility B1 Margin % p.a.
Greater than or equal to ~~4.65:1.0~~ **4.75:1.0**	5.00%
Less than ~~4.65:1.0~~ **4.75:1.0** but greater than or equal to ~~4.40:1.0~~ **4.50:1.0**	4.75%
Less than ~~4.40:1.0~~ **4.50:1.0** but greater than or equal to ~~4.15:1.0~~ **4.25:1.0**	4.50%
Less than ~~4.15:1.0~~ **4.25:1.0**	4.25%"

4.1.7 amending the section titled "Applicable Margin (Term Loan Facility B2)" in Schedule 1 (*Senior Term Loan Facilities Term Sheet*) of the Senior Term Sheet as follows:

"3.75% per annum, subject to the margin ratchet set out below (which shall apply from the end of the first full financial quarter ended after the Closing Date) and a 0% floor.

Consolidated Senior Secured Leverage Ratio	Facility B2 Margin % p.a.
Greater than or equal to ~~4.65:1.0~~ **4.75:1.0**	3.75%
Less than ~~4.65:1.0~~ **4.75:1.0** but greater than or equal to ~~4.40:1.0~~ **4.50:1.0**	3.50%
Less than ~~4.40:1.0~~ **4.50:1.0** but greater than or equal to ~~4.15:1.0~~ **4.25:1.0**	3.25%
Less than ~~4.15:1.0~~ **4.25:1.0**	3.00%"

4.1.8 amending the section titled "Applicable Margin (for loans in Sterling)" in Schedule 2 (*Senior Revolving Facility Term Sheet*) of the Senior Term Sheet as follows:

"3.75% per annum, subject to the margin ratchet set out below (which shall apply from the end of the first full financial quarter ended after the Closing Date) and a 0% floor.

Consolidated Senior Secured Leverage Ratio	Revolving Facility Margin % p.a.
Greater than or equal to ~~4.65:1.0~~ **4.75:1.0**	3.75%
Less than ~~4.65:1.0~~ **4.75:1.0** but greater than or equal to ~~4.40:1.0~~ **4.50:1.0**	3.50%
Less than ~~4.40:1.0~~ **4.50:1.0** but greater than or equal to ~~4.15:1.0~~ **4.25:1.0**	3.25%
Less than ~~4.15:1.0~~ **4.25:1.0** but greater than or equal to ~~3.90:1.0~~ **4.00:1.0**	3.00%
Less than ~~3.90:1.0~~ **4.00:1.0**	2.75%”

4.1.9 amending the section titled “Applicable Margin (for loans in Euro)” in Schedule 2 (*Senior Revolving Facility Term Sheet*) of the Senior Term Sheet as follows:

“3.25% per annum, subject to the margin ratchet set out below (which shall apply from the end of the first full financial quarter ended after the Closing Date) and a 0% floor.

Consolidated Senior Secured Leverage Ratio	Revolving Facility Margin % p.a.
Greater than or equal to ~~4.65:1.0~~ **4.75:1.0**	3.25%
Less than ~~4.65:1.0~~ **4.75:1.0** but greater than or equal to ~~4.40:1.0~~ **4.50:1.0**	3.00%
Less than ~~4.40:1.0~~ **4.50:1.0** but greater than or equal to ~~4.15:1.0~~ **4.25:1.0**	2.75%
Less than ~~4.15:1.0~~ **4.25:1.0** but greater than or equal to ~~3.90:1.0~~ **4.00:1.0**	2.50%
Less than ~~3.90:1.0~~ **4.00:1.0**	2.25%”

4.1.10 amending the section titled “Applicable Margin (for loans in U.S. Dollars)” in Schedule 2 (*Senior Revolving Facility Term Sheet*) of the Senior Term Sheet as follows:

“3.00% per annum, subject to the margin ratchet set out below (which shall apply from the end of the first full financial quarter ended after the Closing Date) and a 0% floor.

Consolidated Senior Secured Leverage Ratio	Revolving Facility Margin % p.a.

Greater than or equal to ~~4.65:1.0~~ **4.75:1.0**	3.00%
Less than ~~4.65:1.0~~ **4.75:1.0** but greater than or equal to ~~4.40:1.0~~ **4.50:1.0**	2.75%
Less than ~~4.40:1.0~~ **4.50:1.0** but greater than or equal to ~~4.15:1.0~~ **4.25:1.0**	2.50%
Less than ~~4.15:1.0~~ **4.25:1.0** but greater than or equal to ~~3.90:1.0~~ **4.00:1.0**	2.25%
Less than ~~3.90:1.0~~ **4.00:1.0**	2.00%"

4.1.11 amending the "CNI Builder Basket – Starter Amount" in Schedule 3 (*Amendments to the Opella Senior Facilities Agreement*) of the Senior Term Sheet as follows:

"CNI Builder Basket – Starter Amount: The basket in paragraph (a)(C)(V) of section 2 (*Restricted Payments*) of Schedule 26 (*Negative Covenants*) of the Opella Senior Facilities Agreement shall be an amount equal to the greater of ~~£621,000,000~~ **£606,000,000** and 75% of LTM EBITDA."

4.1.12 amending the "Leverage Ratio Basket" in the section titled "Limitation on Restricted Payments" of Schedule 3 (*Amendments to the Opella Senior Facilities Agreement*) of the Senior Term Sheet as follows:

"Leverage Ratio Basket: The basket in paragraph (b)(xvi)(A) of section 2 (*Restricted Payments*) of Schedule 26 (*Negative Covenants*) of the Opella Senior Facilities Agreement shall be bifurcated such that the Consolidated Senior Secured Leverage Ratio for any Restricted Payments which do not constitute a dividend or distribution shall be set at ~~4.65:1~~ **4.75:1** and the Consolidated Senior Secured Leverage Ratio for any Restricted Payments which constitute dividends or distributions shall be set at ~~4.40:1~~ **4.50:1**. There shall be no Event of Default stopper on the use of the basket in paragraph (b)(xvi) of section 2 (*Restricted Payments*) of Schedule 26 (*Negative Covenants*) of the Opella Senior Facilities Agreement."

4.1.13 amending the "General RP Basket" in the section titled "Limitation on Restricted Payments" of Schedule 3 (*Amendments to the Opella Senior Facilities Agreement*) of the Senior Term Sheet as follows:

"General RP Basket: The basket in paragraph (b)(vii)(x) of section 2 (*Restricted Payments*) of Schedule 26 (*Negative Covenants*) of the Opella Senior Facilities Agreement shall be an amount equal to the greater of ~~£621,000,000~~ **£606,000,000** and 75% of LTM EBITDA."

4.1.14 amending the "Permitted Investment Basket" in the section titled "Limitation on Restricted Payments" of Schedule 3 (*Amendments to the Opella Senior Facilities Agreement*) of the Senior Term Sheet as follows:

"Permitted Investment Basket: The basket in paragraph (t) of the definition of Permitted Investment in the Opella Senior Facilities Agreement shall be an amount equal to the greater of ~~£621,000,000~~ **£606,000,000** and 75% of LTM EBITDA."

4.1.15 amending the "Subordinated Obligations Basket" in the section titled "Limitation on Restricted Payments" of Schedule 3 (*Amendments to the Opella Senior Facilities Agreement*) of the Senior Term Sheet as follows:

"Subordinated Obligations Basket: The basket in paragraph (b)(ii)(E) of section 2 (*Restricted Payments*) of Schedule 26 (*Negative Covenants*) of the Opella Senior Facilities Agreement shall be an amount equal to the greater of ~~£621,000,000~~ **£606,000,000** and 75% of LTM EBITDA."

4.1.16 amending the "Free and Clear Basket" in the section titled "Limitation on Sales of Assets and Subsidiary Stock" of Schedule 3 (*Amendments to the Opella Senior Facilities Agreement*) of the Senior Term Sheet as follows:

"Free and Clear Basket: the threshold in paragraph (c) of section 4 (*Asset Sales*) of Schedule 26 (*Negative Covenants*) of the Opella Senior Facilities Agreement shall be an amount equal to the greater of ~~£414,000,000~~ **£404,000,000** and 50% of LTM EBITDA."

4.1.17 amending the "Asset Disposition Carve-Out" in the section titled "Limitations on Sales of Assets and Subsidiary Stock" of Schedule 3 (*Amendments to the Opella Senior Facilities Agreement*) of the Senior Term Sheet as follows:

"Asset Disposition Carve-Out: the de minimis threshold in paragraph (p) of the definition of 'Asset Disposition' in Schedule 28 (*Certain New York Law Defined Terms*) of the Opella Senior Facilities Agreement shall be an amount equal to the greater of ~~£290,000,000~~ **£283,000,000** and 35% of LTM EBITDA."

4.1.18 amending the sixth paragraph of the section titled "Undertakings" in the Bridge Term Sheet as follows:

"All baskets, permissions and thresholds which are set by reference to a fixed euro number (a "Numerical Basket") shall also include a grower component based on a percentage of LTM EBITDA (a "Grower Basket") (grower percentages to be agreed but to be no less favourable to the Group than those contained in the Opella Senior Facilities Agreement, and shall take into account the existing and anticipated business and operations, structure and specific circumstances of the OCS Group and/or the Target Group and the amendments to the Opella Senior Facilities Agreement set out in Schedule 3 to the Senior Term Sheet). The Numerical Baskets shall be calculated by reference to opening LTM EBITDA of ~~£828 million~~ **£808 million** and shall operate as a "floor" on the relevant basket/permission/threshold such that the relevant permission shall be the greater of the Grower Basket and the corresponding Numerical Basket and *provided* that where the Grower Basket exceeds the corresponding Numerical Basket, such greater Grower Basket shall operate as the new "floor" on the relevant basket/permission/threshold on a permanent basis notwithstanding any subsequent decrease to LTM EBITDA."

4.1.19 amending the section titled "Applicable Bridge Margin (for Bridge Term Loans in Sterling)" in Annex 1 (*Bridge Facility Term Sheet*) of the Bridge Term Sheet as follows:

"The Applicable Bridge Margin on the Bridge Term Loans denominated in sterling with respect to the Bridge Facility will step up by 50 basis points on the date that is three months from the Closing Date and by 50 basis points every three months thereafter; provided that the total interest rate on the Bridge Loans denominated in ~~euro~~ **sterling** shall not exceed 9.25 per cent. per annum (excluding any default interest) (the "Sterling Total Cap"), provided that if commitments or utilisations remain outstanding in respect of the sterling-denominated Bridge Facility on 16 February 2027, the Sterling Total Cap shall increase by 25 basis points."

4.1.20 amending the "CNI Builder Basket – Starter Basket" in the section titled "Limitation on Restricted Payments" of Schedule 3 (*Summary of Specified High Yield Notes Terms*) of the Bridge Term Sheet as follows:

"CNI Builder Basket – Starter Basket: The basket in section 4.05(a)(C)(5) of the Opella Indenture shall be an amount equal to the greater of ~~£621,000,000~~ **£606,000,000** and 75% of LTM EBITDA."

4.1.21 amending the "Leverage Ratio Basket" in the section titled "Limitation on Restricted Payments" of Schedule 3 (*Summary of Specified High Yield Notes Terms*) of the Bridge Term Sheet as follows:

"Leverage Ratio Basket: The basket in section 4.05(b)(xvi)(A) of the Opella Indenture shall be bifurcated such that the Consolidated Senior Secured Leverage Ratio for any Restricted Payments which do not constitute a dividend or distribution shall be set at ~~4.65:1~~ **4.75:1** and the Consolidated Senior Secured Leverage Ratio for any Restricted Payments which constitute dividends or distributions shall be set at ~~4.40:1~~ **4.50:1**. There shall be no Event of Default stopper on the use of the basket in section 4.05(b)(xvi) of the Opella Indenture."

4.1.22 amending the "General RP Basket" in the section titled "Limitation on Restricted Payments" of Schedule 3 (*Summary of Specified High Yield Notes Terms*) of the Bridge Term Sheet as follows:

"General RP Basket: The basket in section 4.05(b)(vii)(x) of the Opella Indenture shall be an amount equal to the greater of ~~£621,000,000~~ **£606,000,000** and 75% of LTM EBITDA."

4.1.23 amending the "Permitted Investment Basket" in the section titled "Limitation on Restricted Payments" of Schedule 3 (*Summary of Specified High Yield Notes Terms*) of the Bridge Term Sheet as follows:

"Permitted Investment Basket: The basket in paragraph (20) of the definition of Permitted Investment in the Opella Indenture shall be an amount equal to the greater of ~~£621,000,000~~ **£606,000,000** and 75% of LTM EBITDA."

4.1.24 amending the "Subordinated Obligations Basket" in the section titled "Limitation on Restricted Payments" of Schedule 3 (*Summary of Specified High Yield Notes Terms*) of the Bridge Term Sheet as follows:

"Subordinated Obligations Basket: The basket in section 4.05(b)(ii)(z) of the Opella Indenture shall be an amount equal to the greater of ~~£621,000,000~~ **£606,000,000** and 75% of LTM EBITDA."

4.1.25 amending the "Free and Clear Basket" in the section titled "Limitation on Sales of Assets and Subsidiary Stock" of Schedule 3 (*Summary of Specified High Yield Notes Terms*) of the Bridge Term Sheet as follows:

"Free and Clear Basket: The threshold in section 4.08(c) of the Opella Indenture shall be an amount equal to the greater of ~~£414,000,000~~ **£404,000,000** and 50% of LTM EBITDA."

4.1.26 amending the "General Excluded Asset Sales Basket" in the section titled "Limitation on Sales of Assets and Subsidiary Stock" of Schedule 3 (*Summary of Specified High Yield Notes Terms*) of the Bridge Term Sheet as follows:

"General Excluded Asset Sales Basket: The de minimis threshold in paragraph (15) of the definition of Asset Disposition in the Opella Indenture shall be an amount equal to the greater of ~~£290,000,000~~ **£283,000,000** and 35% of LTM EBITDA."

4.1.27 amending Exhibit E (*Revolving Facility White List*) to the Commitment Letter to include the following additional entities:

- **Standard Chartered Bank**
- **Landesbank Baden-Württemberg**

4.1.28 amending paragraphs (k) and (l) of clause 1.3 (*Construction*) of the Acquisition Interim Loan Agreement and clause 1.3 (*Construction*) in Exhibit F (*Form of Interim Loan Agreement*) to the Commitment Letter, and including a new paragraph (m), as follows:

"(k) a Compounding Methodology Supplement relating to the Daily Non-Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate overrides anything relating to that rate in:

(i) Schedule 7 (Daily Non-Cumulative Compounded RFR Rate) or Schedule 8 (Cumulative Compounded RFR Rate), as the case may be; or

(ii) any earlier Compounding Methodology Supplement; ~~and~~

(l) the determination of the extent to which a rate is "for a period equal in length" to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of this Agreement~~.~~**; and**

(m) a reference to "Affiliate" also includes, with respect to Natixis, any member of the Banques Populaires and Caisses d'Epargne networks and any other entities affiliated within the meaning of articles L.512-11, L.512-86 and L.512-106 of the *French Code Monétaire et Financier.*"

4.1.29 amending paragraph (c) of the section titled "Market Flex" in the Senior Fee Letter as follows:

"(c) decrease the Consolidated Senior Secured Leverage Ratios in the margin ratchet for Term Loan Facility B1, such that the ratio step downs are as follows:

Consolidated Senior Secured Leverage Ratio	Facility B1 Margin % p.a.

Greater than or equal to ~~4.40:1.00~~ **<u>4.50:1.00</u>**	5.00%
Less than ~~4.40:1.00~~ **<u>4.50:1.00</u>** but greater than or equal to ~~4.15:1.00~~ **<u>4.25:1.00</u>**	4.75%
Less than ~~4.15:1.00~~ **<u>4.25:1.00</u>** but greater than or equal to ~~3.90:1.00~~ **<u>4.00:1.00</u>**	4.50%
Less than ~~3.90:1~~ **<u>4.00:1</u>**	4.25%”

4.1.30 amending paragraph (d) of the section titled “Market Flex” in the Senior Fee Letter as follows:

“(d) decrease the Consolidated Senior Secured Leverage Ratios in the margin ratchet for Term Loan Facility B2, such that the ratio step downs are as follows:

Consolidated Senior Secured Leverage Ratio	**Facility B2 Margin % p.a.**
Greater than or equal to ~~4.40:1.00~~ **<u>4.50:1.00</u>**	3.75%
Less than ~~4.40:1.00~~ **<u>4.50:1.00</u>** but greater than or equal to ~~4.15:1.00~~ **<u>4.25:1.00</u>**	3.50%
Less than ~~4.15:1.00~~ **<u>4.25:1.00</u>** but greater than or equal to ~~3.90:1.00~~ **<u>4.00:1.00</u>**	3.25%
Less than ~~3.90:1~~ **<u>4.00:1</u>**	3.00%”

4.1.31 amending paragraph (f) of the section titled “Market Flex” in the Senior Fee Letter as follows:

“(f) reduce the size of the “inside maturity” carve-out basket in respect of Incremental Facilities (as set out in the definition of “Earlier Maturity Exceptions”) from (i) the greater of ~~€1,656 million~~ **<u>£1,616 million</u>** and 200% of Consolidated EBITDA to (ii) the greater of ~~€828 million~~ **<u>£808 million</u>** and 100% of Consolidated EBITDA;”

4.1.32 amending paragraph (m) of the section titled “Market Flex” in the Senior Fee Letter as follows:

“(m) remove from paragraph (A) of the leverage ratio Restricted Payments basket the bifurcation, which sets the Consolidated Senior Secured Leverage Ratio for Restricted Payments which do not constitute a dividend or distribution 0.25x higher than the Consolidated Senior Secured Leverage Ratio for any Restricted Payments which constitute dividends or distributions (creating a single consolidated Consolidated Senior Secured Leverage Ratio basket for any Restricted Payments, consistent with the Opella Precedent, which shall be set at ~~4.40:1.00~~ **<u>4.50:1.00</u>**);”

4.1.33 amending limb (1)(i)(A) of the section titled “Alternate Transaction Fee” in the Senior Fee Letter as follows:

"(i)(A) the lesser of (x) 0.875% of the aggregate principal amount of the commitments with respect to Term Loan Facility B1 committed to be funded by such Eligible Committed Lender as at the date hereof (as the same may have been reduced subsequently in accordance with the terms thereof) and (y) 0.875% of the aggregate principal amount of sterling denominated senior term loans actually committed to be provided by another institution in respect of such Alternate Financing (as of the date of the closing of such Alternate Transaction) that would have been funded by such Eligible Committed Lender had such Eligible Committed Lender been allocated a commitment in respect of such ~~euro~~ **sterling** denominated senior term loan facility in proportion to its commitment under Term Loan Facility B1 and"

4.1.34 amending the first sentence of the section titled "Asset Sales" in Exhibit A (*Summary of Principal Terms and Conditions*) to the Bridge Fee Letter as follows:

"The Issuer will be required to make an offer to repurchase the Securities on a *pro rata* basis, which offer shall be at 100% (with reductions of the percentage required to be offered to 50% and 0% based upon achievement of a Consolidated Senior Secured Leverage Ratio (to be defined in a manner consistent with the standard set forth under the heading "Documentation" above, the "Consolidated Senior Secured Leverage Ratio") of ~~4.65:1.00~~ **4.75:1.00** and ~~4.40:1.00~~ **4.50:1.00**, respectively) of the principal amount thereof plus accrued and unpaid interest to but excluding the date of repurchase with a portion of the net cash proceeds of all non-ordinary course asset sales by the Issuer and its restricted subsidiaries in excess of amounts either reinvested or required to be paid to the lenders under the Senior Facilities Documentation, with such proceeds being applied to the Securities in a manner to be agreed, subject to other exceptions and baskets consistent with the Securities Documentation Principles, including, but not limited to, exceptions and baskets no more restrictive than those set forth in the Opella Indenture."

5. GUARANTEE CONFIRMATIONS

5.1 Each of the Guarantors confirms with effect from (and including) the date of this letter that:

5.1.1 it is bound by the terms of the Acquisition Interim Loan Agreement (as amended and/or supplemented by this letter);

5.1.2 the guarantee and indemnity given by it under clause 17 (*Guarantee and indemnity*) of the Acquisition Interim Loan Agreement shall:

(A) continue in full force and effect on the terms of the Acquisition Interim Loan Agreement; and

(B) extend to all new obligations of that Guarantor under the Acquisition Interim Loan Agreement arising from the amendments effected by this letter,

subject only to the guarantee limitations set out in clause 17.10 (*Guarantee limitations*) of the Acquisition Interim Loan Agreement.

6. **MISCELLANEOUS**

6.1 Save as expressly provided in this letter, the Commitment Letter (including the Term Sheet), the Senior Fee Letter, the Bridge Fee Letter and the Acquisition Interim Loan Agreement remain and shall continue in full force and effect.

6.2 The commitment of each Lead Arranger and Underwriter (including each New Mandate Party) under this letter and each other Mandate Document is several and failure by one of them to perform its obligations hereunder shall not prejudice the rights or obligations of any other Lead Arranger or Underwriter. Each Lead Arranger and each Underwriter may, subject to the provisions of the Facilities Agreements and the Intercreditor Agreement, enforce its rights separately. No Lead Arranger or Underwriter shall be responsible for the obligations of any other Lead Arranger, Underwriter or Facility Agent unless expressly provided otherwise.

6.3 By countersigning and dating this letter, you agree that as at the date on which you countersign this letter your agreement to the amendments set out in paragraphs 2 and 4 above shall take effect in the manner contemplated by this letter.

6.4 This letter (once countersigned by you) is a Mandate Document for the purposes of (and as defined in) the Commitment Letter, an Interim Document for the purposes of (and as defined in) the Interim Loan Agreements and a Senior Finance Document for the purposes of (and as defined in) the Senior Facilities Agreement.

6.5 This letter may be executed in any number of counterparts, and this has the same effect as if the signatures of the counterparts were a single copy of this letter.

6.6 This letter and any non-contractual obligations arising out of or in connection with this letter are governed by, and are to be construed in accordance with, English law.

6.7 The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with this letter (a "Dispute") (including a dispute regarding the existence, validity or termination of this letter or relating to any non-contractual or other obligation arising out of or in connection with this letter) or the consequences of its nullity.

6.8 The parties to this letter agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.

6.9 This letter has been signed on behalf of the New Mandate Parties, the Existing Mandate Parties, the Original Interim Lenders, the Senior Facility Agent, the Bridge Facility Agent, the Interim Facility Agent and the Interim Security Agent and executed as a deed by the other parties to the letter and is delivered by them as a deed on the date stated at the beginning of this letter.

We would be grateful it you would please sign below indicating your agreement to the terms of this letter.

Yours faithfully,

EXECUTED as a DEED

by **OCS Parco Limited**

[redacted]_ Signature of Director

[redacted]___________ Name of Director

[redacted] Signature of Director

[redacted]_____ Name of Director

EXECUTED as a DEED

by **OCS Group Holdings Limited**

[redacted] Signature of Director

[redacted] Name of Director

[redacted] Signature of Director

[redacted]___ Name of Director

EXECUTED as a DEED

by **OCS Group Investments Limited**

[redacted] Signature of Director

[redacted] Name of Director

[redacted] Signature of Director

[redacted] Name of Director

EXECUTED as a DEED

by **OCS Group International Limited**

[redacted] Signature of Director

[redacted] Name of Director

[redacted] Signature of Director

[redacted] Name of Director

THE EXISTING MANDATE PARTIES

HSBC Bank plc as Lead Arranger

By: [redacted]
Name: [redacted]
Position:

HSBC Bank plc as Underwriter

By: [redacted]
Name: [redacted]
Position:

HSBC Bank plc as Original Interim Lender

By: [redacted]
Name: [redacted]
Position:

THE EXISTING MANDATE PARTIES

Royal Bank of Canada as Lead Arranger

By: [redacted]
Name: [redacted]
Position: [redacted]

Royal Bank of Canada as Underwriter

By: [redacted]
Name: [redacted]
Position: [redacted]

Royal Bank of Canada as Original Interim Lender

By: __ [redacted]
Name: [redacted]
Position: [redacted]

THE EXISTING MANDATE PARTIES

Barclays Bank PLC as Lead Arranger

By: [redacted]
Name: [redacted]
Position: [redacted]

Barclays Bank PLC as Underwriter

By: [redacted]
Name: [redacted]
Position: [redacted]

Barclays Bank PLC as Original Interim Lender

By: [redacted]
Name: [redacted]
Position: [redacted]

THE NEW MANDATE PARTIES

Banco Santander, S.A. as Lead Arranger

By: [redacted]
Name: [redacted]
Position: [redacted]

By: [redacted]
Name: [redacted]
Position: [redacted]

Banco Santander, S.A. as Underwriter

By: [redacted]
Name: [redacted]
Position: [redacted]

By: [redacted]
Name: [redacted]
Position: [redacted]

Banco Santander, S.A. as Original Interim Lender

By: [redacted]
Name: [redacted]
Position: [redacted]

By: [redacted]
Name: [redacted]
Position: [redacted]

THE NEW MANDATE PARTIES

Lloyds Bank plc as Lead Arranger

By: [redacted]
N[redacted]
Position: [redacted]

Lloyds Bank plc as Underwriter

By: [redacted]
N[redacted]
Position: [redacted]

Lloyds Bank plc as Original Interim Lender

By: [redacted]
Name: [redacted]
Position: [redacted]

THE NEW MANDATE PARTIES

National Westminster Bank Plc as Lead Arranger

By: [redacted]

Name: [redacted]

Position: [redacted]

National Westminster Bank Plc as Underwriter

By: [redacted]

Name: [redacted]

Position [redacted]

National Westminster Bank Plc as Original Interim Lender

By: [redacted]

Position: [redacted]

THE NEW MANDATE PARTIES

Standard Chartered Bank as Lead Arranger

[redacted]

By: ____ [redacted]

Name: [redacted]

Position: [redacted]

Standard Chartered Bank as Underwriter

[redacted]

By: ____ [redacted]

Name: [redacted]

Position: [redacted]

Standard Chartered Bank as Original Interim Lender

[redacted]

By: ________ [redacted]

Name: [redacted]

Position: [redacted]

THE NEW MANDATE PARTIES

ING Bank N.V., London Branch as Lead Arranger

By: [redacted]
Name: [redacted]
Position: [redacted]

By: [redacted]
Name: [redacted]
Position: [redacted]

ING Bank N.V., London Branch as Underwriter

By: [redacted]
Name: [redacted]
Position: [redacted]

By: [redacted]
Name: [redacted]
Position: [redacted]

ING Bank N.V., London Branch as Original Interim Lender

By: [redacted]
Name: [redacted]
Position: [redacted]

By: [redacted]
Name: [redacted]
Position: [redacted]

THE NEW MANDATE PARTIES

Intesa Sanpaolo S.p.A., London Branch as Lead Arranger

By: [redacted]
Name: [redacted]
Position: [redacted]

By: [redacted]
Name: [redacted]
Position: [redacted]

Intesa Sanpaolo S.p.A., London Branch as Underwriter

By: [redacted]
Name: [redacted]
Position: [redacted]

By: [redacted]
Nam [redacted]
Position: [redacted]

Intesa Sanpaolo S.p.A., London Branch as Original Interim Lender

By: [redacted]
Name: [redacted]
Position: [redacted]

By: [redacted]
Nam [redacted]
Position: [redacted]

THE NEW MANDATE PARTIES

Natixis, London Branch as Lead Arranger

By: [redacted]
Name: [redacted]
Position: [redacted]

By: ___ [redacted]
Name: [redacted]
Position: [redacted]

Natixis, London Branch as Underwriter

By: [redacted]
Name: [redacted]
Position: [redacted]

By: ___ [redacted]
Name: [redacted]
Position: [redacted]

Natixis, London Branch as Original Interim Lender

By: [redacted]
Name: [redacted]
Position: [redacted]

By: _ [redacted]
Name: [redacted]
Position: [redacted]

THE NEW MANDATE PARTIES

BNP Paribas as Lead Arranger

By: [redacted]
Name: [redacted]
Position: [redacted]

By: [redacted]
Name: [redacted]
Position: [redacted]

BNP Paribas as Underwriter

By: [redacted]
Name: [redacted]
Position: [redacted]

By: [redacted]
Name: [redacted]
Position: [redacted]

BNP Paribas as Original Interim Lender

By: [redacted]
Name: [redacted]
Position: [redacted]

By: [redacted]
Name: [redacted]
Position: [redacted]

THE NEW MANDATE PARTIES

DNB (UK) Limited as Lead Arranger

By: [redacted]

Name: [redacted]
Position: [redacted]

By: [redacted]

Name: [redacted]
Position: [redacted]

DNB (UK) Limited as Underwriter

By: [redacted]

Name: [redacted]
Position: [redacted]

By: [redacted]

Name: [redacted]
Position: [redacted]

DNB (UK) Limited as Original Interim Lender

By: [redacted]

Name: [redacted]
Position: [redacted]

By: [redacted]

Name: [redacted]
Position: [redacted]

RBC Europe Limited as Interim Facility Agent

By: ______ [redacted]
Name: [redacted]
Position: [redacted]

RBC Europe Limited as Interim Security Agent

By: ___ [redacted]
Name: [redacted]
Position: [redacted]

RBC Europe Limited as Bridge Facility Agent and as Senior Facility Agent

By: [redacted]

N[redacted]

Position: [redacted]

Schedule 1

Facilities Commitments

Underwriter	Bridge Facility	Term Loan Facility B1	Term Loan Facility B2	Revolving Facility
HSBC	18.25%	18.25%	18.25%	16.67%
RBC	18.25%	18.25%	18.25%	16.67%
Barclays	18.25%	18.25%	18.25%	16.67%
Santander	7.00%	7.00%	7.00%	7.00%
Lloyds	7.00%	7.00%	7.00%	7.00%
NatWest	0%	0%	0%	4.75%
Standard Chartered	5.00%	5.00%	5.00%	5.00%
ING	6.25%	6.25%	6.25%	6.25%
Intesa	5.00%	5.00%	5.00%	5.00%
Natixis	5.00%	5.00%	5.00%	5.00%
BNPP	5.00%	5.00%	5.00%	5.00%
DNB	5.00%	5.00%	5.00%	5.00%
Total	**100%**	**100%**	**100%**	**100%**

Schedule 2

Part 1: Interim Commitments – Acquisition Interim Loan Agreement

Interim Lender	Interim Term Commitment	Interim Revolving Commitment	Qualifying Interim Finance Party (other than a Treaty Lender)/Treaty Lender/Neither
HSBC Bank plc	£524,687,500	£0	Qualifying Interim Finance Party (other than a Treaty Lender)
Royal Bank of Canada	£524,687,500	£0	Qualifying Interim Finance Party (other than a Treaty Lender)
Barclays Bank PLC	£524,687,500	£0	Qualifying Interim Finance Party (other than a Treaty Lender)
Banco Santander, S.A.	£201,250,000	£0	Treaty Lender
Lloyds Bank plc	£201,250,000	£0	Qualifying Interim Finance Party (other than a Treaty Lender)
Standard Chartered Bank	£143,750,000	£0	Qualifying Interim Finance Party (other than a Treaty Lender)
ING Bank N.V., London Branch	£179,687,500	£0	Qualifying Interim Finance Party (other than a Treaty Lender)
Intesa Sanpaolo S.p.A., London Branch	£143,750,000	£0	Qualifying Interim Finance Party (other than a Treaty Lender)
Natixis, London Branch	£143,750,000	£0	Qualifying Interim Finance Party (other than a Treaty Lender)
BNP Paribas	£143,750,000	£0	Treaty Lender
DNB (UK) Limited	£143,750,000	£0	Qualifying Interim Finance Party (other than a Treaty Lender)
Total	£2,875,000,000	£0	

Schedule 2

Part 2: Interim Commitments – Interim Loan Agreements

Interim Lender	**Interim Term Commitment**	**Interim Revolving Commitment**	**Qualifying Interim Finance Party (other than a Treaty Lender)/Treaty Lender/Neither**
HSBC Bank plc	£[•]	£[•]	Qualifying Interim Finance Party (other than a Treaty Lender)
Royal Bank of Canada	£[•]	£[•]	Qualifying Interim Finance Party (other than a Treaty Lender)
Barclays Bank PLC	£[•]	£[•]	Qualifying Interim Finance Party (other than a Treaty Lender)
Banco Santander, S.A.	£[•]	£[•]	Treaty Lender
Lloyds Bank plc	£[•]	£[•]	Qualifying Interim Finance Party (other than a Treaty Lender)
National Westminster Bank Plc	£[•]	£[•]	Qualifying Interim Finance Party (other than a Treaty Lender)
Standard Chartered Bank	£[•]	£[•]	Qualifying Interim Finance Party (other than a Treaty Lender)
ING Bank N.V., London Branch	£[•]	£[•]	Qualifying Interim Finance Party (other than a Treaty Lender)
Intesa Sanpaolo S.p.A., London Branch	£[•]	£[•]	Qualifying Interim Finance Party (other than a Treaty Lender)
Natixis, London Branch	£[•]	£[•]	Qualifying Interim Finance Party (other than a Treaty Lender)
BNP Paribas	£[•]	£[•]	Treaty Lender
DNB (UK) Limited	£[•]	£[•]	Qualifying Interim Finance Party (other than a Treaty Lender)
Total	£[•]	£[•]	