

Dated 3 February 2016

CARUNA NETWORKS OY

as the Company and Borrower Security Group Agent

CARUNA OY

as Caruna Oy

CARUNA ESPOO OY

as Caruna Espoo

CERTAIN FINANCIAL INSTITUTIONS

as Initial ACF Arrangers

RBC EUROPE LIMITED

as Initial ACF Agent

CERTAIN FINANCIAL INSTITUTIONS

as Original Initial ACF Lenders

INITIAL AUTHORISED CREDIT FACILITIES AGREEMENT

Linklaters

Ref: SDR

Linklaters LLP

Table of Contents

Contents	Page
1 Definitions and Interpretation	1
2 The Facilities.....	16
3 Purpose	18
4 Conditions of Loan	19
5 Loans.....	21
6 Optional Currencies	23
7 Overdraft Facility.....	23
8 Ancillary Facilities.....	24
9 Repayment	29
10 Illegality, Voluntary Prepayment and Cancellation	31
11 Restrictions.....	35
12 Interest	36
13 Interest Periods	37
14 Changes to the Calculation of Interest	38
15 Fees	40
16 Tax Gross-up and Indemnities.....	41
17 Increased Costs.....	44
18 Other Indemnities and Representation.....	45
19 Mitigation by the Lenders.....	47
20 Costs and Expenses	47
21 Changes to the Lenders	48
22 Restriction on Debt Purchase Transactions	53
23 Changes to the Borrowers	57
24 Role of the Initial ACF Agent, the Initial ACF Arrangers and Others	58
25 Conduct of Business by the Initial ACF Finance Parties	70
26 Sharing among the Initial ACF Finance Parties	70
27 Payment Mechanics.....	72

28	Communication when the Initial ACF Agent is an Impaired Facility Agent.....	74
29	Set-off.....	76
30	Notices	77
31	Calculations and Certificates.....	77
32	Partial Invalidity.....	77
33	Remedies and Waivers	77
34	Amendments and Waivers	78
35	Confidentiality of Funding Rates and Reference Bank Quotations.....	84
36	Confidentiality	85
37	Borrower Representations, Warranties and Covenants.....	86
38	Counterparts	86
39	Governing Law	86
40	Enforcement	86
	Schedule 1 The Original Parties	87
	Schedule 2 Utilisation Requests.....	89
	Schedule 3 Form of Transfer Certificate	91
	Schedule 4 Form of Assignment Agreement.....	93
	Schedule 5 Timetables.....	96
	Schedule 6 Form of Increase Confirmation	98
	Schedule 7 Forms of Notifiable Debt Purchase Transaction Notice.....	100
	Schedule 8 Form of Resignation Letter	102

This Agreement is made on 3 February 2016 between:

- (1) **CARUNA NETWORKS OY**, a company incorporated in Finland with limited liability (registered number 2584904-3) (the “**Company**” and “**Borrower Security Group Agent**”);
- (2) **CARUNA OY**, a company incorporated in Finland with limited liability (registered number 1618314-7) (“**Caruna Oy**”);
- (3) **CARUNA ESPOO OY**, as a company incorporated in Finland with limited liability (registered number 2059588-1) (“**Caruna Espoo**”);
- (4) **CERTAIN FINANCIAL INSTITUTIONS** listed in Schedule 1 (*The Original Parties*) as mandated lead arrangers (the “**Initial ACF Arrangers**”);
- (5) **RBC EUROPE LIMITED** as agent of the other Initial ACF Finance Parties (the “**Initial ACF Agent**”); and
- (6) **THE FINANCIAL INSTITUTIONS** listed in Schedule 1 (*The Original Parties*) as lenders (the “**Original Initial ACF Lenders**”).

The Parties agree as follows:

1 Definitions and Interpretation

1.1 Definitions

In this Agreement:

“**Additional Borrower**” means a company which becomes an Additional Borrower in accordance with Clause 23 (*Changes to the Borrowers*);

“**Affected Lenders**” means all the Lenders participating in the Facility to which an amendment or waiver referred to under Clause 34.2.2 relates;

“**Ancillary Commencement Date**” means, in relation to an Ancillary Facility, the date on which that Ancillary Facility is first made available during the Availability Period for the WC Facility;

“**Ancillary Commitment**” means, in relation to an Ancillary Lender, the maximum Base Currency Amount which that Ancillary Lender has agreed (whether or not subject to satisfaction of conditions precedent) to make available from time to time under an Ancillary Facility and which has been authorised as such under Clause 8 (*Ancillary Facilities*), to the extent that amount is not cancelled or reduced under this Agreement or the Ancillary Documents relating to that Ancillary Facility;

“**Ancillary Document**” means each document relating to or evidencing the terms of an Ancillary Facility;

“**Ancillary Facility**” means any ancillary facility made available by an Ancillary Lender in accordance with Clause 8 (*Ancillary Facilities*);

“**Ancillary Lender**” means each Lender (or Affiliate of a Lender) who makes available an Ancillary Facility in accordance with Clause 8 (*Ancillary Facilities*);

“**Ancillary Outstandings**” means, at any time, in relation to an Ancillary Lender and an Ancillary Facility then in force the aggregate of the equivalents (as calculated by that Ancillary Lender) in the Base Currency of the following amounts outstanding under that Ancillary Facility:

- (a) the principal amount under each on-demand short-term loan facility;
- (b) the face amount of each guarantee, bond and/or letter of credit under that Ancillary Facility; and
- (c) the amount fairly representing the aggregate exposure (excluding interest and similar charges) of that Ancillary Lender under each other type of accommodation provided under that Ancillary Facility,

in each case, as determined by such Ancillary Lender, acting reasonably in accordance with its normal banking practice and in accordance with the relevant Ancillary Document;

“Assignment Agreement” means an agreement substantially in the form set out in Schedule 4 (*Form of Assignment Agreement*) or any other form agreed between the relevant assignor and assignee;

“Availability Period” means:

- (a) in relation to the Term Loan Facility, the Closing Date;
- (b) in relation to the Capex Facility, the period from and including the Closing Date to and including the date which is 30 days before the Termination Date;
- (c) in relation to the WC Facility, the period from and including the Closing Date to and including the date which is 30 days before the Termination Date; and
- (d) in relation to the Overdraft Facility, the period from and including the Closing Date to and including the Business Day falling immediately prior to the Termination Date;

“Available Commitment” means, in relation to a Facility, a Lender’s Commitment under that Facility minus (subject as set out below):

- (a) in the case of the Term Loan Facility, Capex Facility, and/or WC Facility, the amount of its participation in any outstanding Loans under that Facility and, in the case of the WC Facility only, the Base Currency Amount of the aggregate of its Ancillary Commitments;
- (b) in the case of the Overdraft Facility, the amount its participation in any outstanding Drawing(s); and
- (c) in the case of the Term Loan Facility, Capex Facility, and/or WC Facility, in relation to any proposed Loan, the amount of its participation in any other Loans that are due to be made under that Facility on or before the proposed Utilisation Date and, in the case of the WC Facility only, the Base Currency Amount of its Ancillary Commitment in relation to any new Ancillary Facility that is due to be made available on or before the proposed Utilisation Date.

For the purposes of calculating a Lender’s Available Commitment in relation to any proposed Loan under the Capex Facility, WC Facility and/or proposed Drawing only, the following amounts shall not be deducted from a Lender’s Commitment under that Facility:

- (i) that Lender’s participation in any Capex Facility Loans, WC Facility Loans and/or Drawing(s) that are due to be repaid or prepaid on or before the proposed Utilisation Date; and

- (ii) in the case of the WC Facility only, that Lender's (and its Affiliates) Ancillary Commitments to the extent that they are due to be reduced or cancelled on or before the proposed Utilisation Date;

"Available Credit Balance" means, in relation to an Ancillary Facility, credit balances on any account of any Borrower of that Ancillary Facility with the Ancillary Lender making available that Ancillary Facility to the extent that those credit balances are freely available to be set off by that Ancillary Lender against liabilities owed to it by that Borrower under that Ancillary Facility;

"Available Facility" means, in relation to a Facility, the aggregate for the time being of each Lender's Available Commitment in respect of that Facility;

"Base Currency Amount" means:

- (a) in relation to a Utilisation, the amount specified in the Utilisation Request delivered by a Borrower for that Utilisation (or, if the amount requested is not denominated in the Base Currency, that amount converted into the Base Currency at the Initial ACF Agent's Spot Rate of Exchange on the date which is three Business Days before the Utilisation Date or, if later, on the date the Initial ACF Agent receives the Utilisation Request in accordance with the terms of this Agreement); and
- (b) in relation to an Ancillary Commitment, the amount specified as such in the notice delivered to the Facility Agent by a Borrower pursuant to Clause 8.2 (*Availability*) (or, if the amount specified is not denominated in the Base Currency, that amount converted into the Base Currency at the Initial ACF Agent's Spot Rate of Exchange on the date which is three Business Days before the Ancillary Commencement Date for that Ancillary Facility or, if later, the date the Initial ACF Agent receives the notice of the Ancillary Commitment in accordance with the terms of this Agreement),

as adjusted to reflect any repayment, prepayment, consolidation or division of a Utilisation, or (as the case may be) cancellation or reduction of an Ancillary Facility;

"Base Reference Bank Rate" means the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Initial ACF Agent at its request by the Base Reference Banks:

- (a) in relation to EURIBOR:
 - (i) (other than where paragraph (a)(ii) below applies) as the rate at which the relevant Base Reference Bank believes one prime bank is quoting to another prime bank for interbank term deposits in Euro within the Participating Member States for the Relevant Period; or
 - (ii) if different, as the rate (if any and applied to the relevant Base Reference Bank and the relevant period) which contributors to the applicable Screen Rate are asked to submit to the relevant administrator; or
- (b) in relation to LIBOR:
 - (i) (other than where paragraph (b)(ii) below applies) as the rate at which the relevant Base Reference Bank could borrow funds in the London interbank market in the relevant currency and for the relevant period were it to do so

by asking for and then accepting interbank offers for deposits in reasonable market size in that currency and for that period; or

- (ii) if different, as the rate (if any and applied to the relevant Base Reference Bank and the relevant currency and period) which contributors to the applicable Screen Rate are asked to submit to the relevant administrator; or
- (c) in relation to NIBOR:
 - (i) (other than where paragraph (c)(ii) below applies) as the rate at which the relevant Base Reference Bank is willing to lend NOK 100,000,000 for the relevant period without collateral to other banks active on the Norwegian money market; or
 - (ii) if different, as the rate (if any and applied to the relevant Base Reference Bank and the relevant currency and period) which contributors to the applicable Screen Rate are asked to submit to the relevant administrator; or
- (d) in relation to STIBOR:
 - (i) (other than where paragraph (d)(ii) below applies) as the rate at which the relevant Base Reference Bank is willing to lend SEK 100,000,000 for the relevant period without collateral to other banks active on the Swedish money market; or
 - (ii) if different, as the rate (if any and applied to the relevant Base Reference Bank and the relevant period) which contributors to the applicable Screen Rate are asked to submit to the relevant administrator;

“Base Reference Banks” means any banks as may be appointed by the Initial ACF Agent acting reasonably and in consultation with the Borrower Security Group Agent;

“Basel II” means the “International Convergence of Capital Measurement and Capital Standards, a Revised Framework” published by the Basel Committee on Banking Supervision in June 2004 in the form existing on the date of this Agreement but excluding any amendment taking account of or incorporating any measure from Basel III;

“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”;

“**Borrower**” means each of the Company, Caruna Oy, Caruna Espoo and each Additional Borrower;

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

- (a) the interest excluding the Margin which a Lender should have received for the period from the date of receipt of all or any part of its participation in a Loan, Overdraft Outstanding or Unpaid Sum to the last day of the current Interest Period in respect of that Loan, Overdraft Outstanding or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

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

“**Capex Facility**” means the term loan facility made available under this Agreement as described in Clause 2.1.1(ii);

“**Capex Facility Commitment**” means:

- (a) in relation to an Original Initial ACF Lender, the amount in the Base Currency set opposite its name under the heading “Capex Facility Commitment” in Part 2 (*The Original Initial ACF Lenders*) of Schedule 1 (*The Original Parties*) and the amount of any other Capex Facility Commitment transferred to it under this Agreement (or assumed by it in accordance with Clause 2.2 (*Increase*)); and
- (b) in relation to any other Lender, the amount in the Base Currency of any Capex Facility Commitment transferred to it under this Agreement (or assumed by it in accordance with Clause 2.2 (*Increase*)),

to the extent:

- (i) not cancelled, reduced or transferred by it under this Agreement; and
- (ii) not deemed to be zero pursuant to Clause 22.2 (*Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates*);

“**Capex Facility Loan**” means a loan made or to be made under the Capex Facility or the principal amount outstanding for the time being of that loan;

“**Capex Facility Rollover Loan**” means one or more Capex Facility Loans:

- (a) made or to be made on the same day that a maturing Capex Facility Loan is due to be repaid;
- (b) the aggregate amount of which is equal to or less than the maturing Capex Facility Loan;
- (c) in the same currency as the maturing Capex Facility Loan (unless it arose as a result of the operation of Clause 6.2 (*Unavailability of a currency*)); and

- (d) made or to be made to the same Borrower for the purpose of refinancing that maturing Capex Facility Loan;

“Change of Control” means if Borealis, First State Investments, Keva and Elo Mutual Pension Insurance Company (whether together, in groups or individually) or any funds controlled or managed by them or their respective Affiliates (in aggregate and in whatever combination) cease to own (directly or indirectly) more than 50 per cent. of the ordinary voting share capital of the Parent;

“Commitment” means a Term Loan Commitment, a Capex Facility Commitment a WC Facility Commitment or an Overdraft Facility Commitment;

“Commitment Fee” has the meaning given to that term in Clause 15.2.1;

“CRD IV” means:

- (a) 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
- (b) 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 Directive 2006/48/EC and 200649/EC;

“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;

“Declared Default” means an Event of Default in respect of which an Acceleration Notice has been delivered by the Borrower Security Trustee in accordance with the Borrower STID;

“Defaulting Lender” means any Lender (other than a Lender which is a Sponsor Affiliate):

- (a) which has failed to make its participation in a Loan available (or has notified the Initial ACF Agent or the Borrower Security Group Agent (which has notified the Initial ACF 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 an Initial ACF 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;

“Delegate” means any delegate, agent, attorney or co-trustee appointed by the Borrower Security Trustee;

“Drawing” means a drawing under the Overdraft Facility;

“EURIBOR” means, in relation to any Loan:

- (a) the applicable Screen Rate as at the Specified Time and for a period equal in length to the Interest Period of that Loan; or
- (b) as otherwise determined pursuant to Clause 14.1 (*Unavailability of Screen Rate*);

“Facility” means the Term Loan Facility, the Capex Facility, the WC Facility or the Overdraft Facility;

“Facility Office” means:

- (a) in respect of a Lender, the office or offices notified by that Lender to the Initial ACF 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; or
- (b) in respect of any other Initial ACF Finance Party, the office in the jurisdiction in which it is resident for tax purposes;

“Fee Letter” means: (a) any letter or letters dated on or prior to the date of this Agreement between (among others) the Initial ACF Agent and the Borrower Security Group Agent setting out any of the fees referred to in Clause 15 (*Fees*) or under any other Initial ACF Finance Document; or (b) any letter or letters between the Company and any Increase Lender pursuant to Clause 2.2.2 setting out any fee payable to an Increase Lender;

“Funding Rate” means any individual rate notified by a Lender to the Initial ACF Agent pursuant to Clause 14.4.1(ii);

“Impaired Agent” means the Initial ACF 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 Initial ACF Finance Documents by the due date for payment;
- (b) the Initial ACF Agent otherwise rescinds or repudiates an Initial ACF Finance Document;
- (c) (if the Initial ACF Agent is also a Lender) it is a Defaulting Lender under paragraph (a), (b) or (c) of the definition of “Defaulting Lender”; or
- (d) an Insolvency Event has occurred and is continuing with respect to the Initial ACF 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 Initial ACF 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 6 (*Form of Increase Confirmation*);

"Increase Lender" has the meaning given to that term in Clause 2.2.1(ii)(I);

"Initial ACF Agent's Spot Rate of Exchange" means the Initial ACF Agent's spot rate of exchange for the purchase of the relevant currency with the Base Currency in the Brussels exchange market at or about 11.00 a.m. on a particular day;

"Initial ACF Finance Document" means this Agreement, the Master Definitions Agreement, the Common Terms Agreement, the Borrower STID, any Borrower Security Document, the Borrower CP Agreement, any Ancillary Document, the Standard Form Overdraft Facility, any Compliance Certificate, any Fee Letter, any Selection Notice, any Utilisation Request and any other document designated as an **"Initial ACF Finance Document"** by the Initial ACF Agent and the Borrower Security Group Agent;

"Initial ACF Finance Party" means the Initial ACF Agent, the Initial ACF Arrangers, any Ancillary Lender, the Borrower Security Trustee or a Lender;

"Interest Period" means, in relation to a Loan, each period determined in accordance with Clause 13 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 12.3 (*Default interest*);

"Interpolated Screen Rate" means, in relation to any Loan, the rate (rounded to the same number of decimal places as the two relevant Screen Rates) which results from interpolating on a linear basis between:

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

each as at the Specified Time on the Quotation Day for the currency of that Loan;

"Lender" means:

- (a) any Original Initial ACF Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 2.2 (*Increase*) or 21 (*Changes to the Lenders*),

which, in each case, has not ceased to be a Lender in accordance with the terms of this Agreement;

"LIBOR" means, in relation to any Loan:

- (a) the applicable Screen Rate as at the Specified Time and for a period equal in length to the Interest Period of that Loan; or
- (b) as otherwise determined pursuant to Clause 14.1 (*Unavailability of Screen Rate*);

“**Loan**” means a Term Loan, a Capex Facility Loan or a WC Facility Loan;

“**Majority Capex Facility Lenders**” means a Lender or Lenders whose Commitments under the Facility aggregate 66 2/3 per cent. or more of the Total Capex Facility Commitments (or, if the Total Capex Facility Commitments have been reduced to zero, aggregated 66 2/3 per cent. or more of the Total Capex Facility Commitments immediately prior to that reduction);

“**Majority Lenders**” means a Lender or Lenders whose Commitments aggregate 66 2/3 per cent. or more of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated 66 2/3 per cent. or more of the Total Commitments immediately prior to that reduction);

“**Majority Overdraft Lenders**” means a Lender or Lenders whose Commitments under the Overdraft Facility aggregate 66 2/3 per cent. or more of the Total Overdraft Facility Commitments (or, if the Total Overdraft Facility Commitments have been reduced to zero, aggregated 66 2/3 per cent. or more of the Total Overdraft Facility Commitments immediately prior to that reduction);

“**Majority Term Loan Lenders**” means a Lender or Lenders whose Commitments under Term Loan Facility aggregate 66 2/3 per cent. or more of the Total Term Loan Commitments (or, if the Total Term Loan Commitments have been reduced to zero, aggregated 66 2/3 per cent. or more of the Total Term Loan Commitments immediately prior to that reduction);

“**Majority WC Lenders**” means a Lender or Lenders whose Commitments under the WC Facility aggregate 66 2/3 per cent. or more of the Total WC Facility Commitments (or, if the Total WC Facility Commitments have been reduced to zero, aggregated 66 2/3 per cent. or more of the Total WC Facility Commitments immediately prior to that reduction);

“**Margin**” means the percentage rate per annum in respect of the Facilities as set out in the table below by reference to the Rating at the Closing Date:

Term Loan Facility		Year 1	Year 2	Year 3	Year 4	Year 5
S&P	Moody's					
BBB+	Baa1	70bps	85bps	100bps	120bps	160bps
Capex Facility		Year 1	Year 2	Year 3	Year 4	Year 5
S&P	Moody's					
BBB+	Baa1	85bps	85bps	85bps	110bps	120bps
WC Facility		Year 1	Year 2	Year 3	Year 4	Year 5
S&P	Moody's					
BBB+	Baa1	85bps	85bps	85bps	110bps	120bps
Overdraft Facility		As set out in the Standard Overdraft Facility				

or in relation to any Unpaid Sum relating or referable to a Facility, the rate per annum specified above for that Facility;

“Net Debit Balance” means the difference between the aggregate cleared credit balances (if any) on all the current accounts held by the Company with any Overdraft Facility Lender (excluding trust accounts) and the aggregate of the cleared debit balances on the Company’s current accounts with such Overdraft Facility Lender;

“New Lender” has the meaning given to that term in Clause 21.1 (*Assignments and transfers by the Lenders*);

“NIBOR” means, in relation to any Loan:

- (a) the applicable Screen Rate as at the Specified Time for the currency of that Loan and for a period equal in length to the Interest Period of that Loan; or
- (b) as otherwise determined pursuant to Clause 14.1 (*Unavailability of Screen Rate*);

“Non-Consenting Lender” has the meaning given to that term in Clause 34.4.4;

“Notifiable Debt Purchase Transaction” has the meaning given to that term in Clause 22.2.2;

“Optional Currency” means SEK or NOK;

“Overdraft Facility” means the overdraft loan facility made available under this Agreement as described in Clause 2.1.1(iv);

“Overdraft Facility Commitment” means:

- (a) in relation to an Original Initial ACF Lender, the amount in the Base Currency set opposite its name under the heading “Overdraft Facility Commitment” in Part 2 (*The Original Initial ACF Lenders*) of Schedule 1 (*The Original Parties*) and the amount of any other Overdraft Facility Commitment transferred to it under this Agreement (or assumed by it in accordance with Clause 2.2 (*Increase*)); and
- (b) in relation to any other Lender, the amount in the Base Currency of any Overdraft Facility Commitment transferred to it under this Agreement (or assumed by it in accordance with Clause 2.2 (*Increase*)),

to the extent:

- (i) not cancelled, reduced or transferred by it under this Agreement; and
- (ii) not deemed to be zero pursuant to Clause 22.2 (*Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates*);

“Overdraft Interest Payment Date” means the fourth Business Day in each calendar month or such other date as may be agreed with the Overdraft Facility Lenders;

“Overdraft Limit” means EUR 30,000,000;

“Overdraft Outstandings” means all amounts outstanding by way of overdraft under the Overdraft Facility;

“Party” means a party to this Agreement;

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

- (a) (if the currency is Euro) two TARGET Days before the first day of that period; or
- (b) (for any other currency) two Business Days before the first day of that period,

(unless market practice differs in the Relevant Market for that currency, in which case, the Quotation Day for that currency will be determined by the Initial ACF Agent in accordance with market practice in the Relevant Market (and, if quotations would normally be given on more than one day, the Quotation Day will be the last of those days));

“Reference Bank Quotation” means any quotation supplied to the Initial ACF Agent by a Base Reference Bank;

“Refinancing Proceeds” means:

- (a) the amount of proceeds received by Company from the IBLA Creditor under the IBLA;
- (b) the proceeds received by any member of the Borrower Security Group in respect of Permitted Financial Indebtedness, Permitted Refinancing Debt or Permitted Senior Additional Debt after deducting:
 - (i) any reasonable fees, costs or other expenses which are incurred by members of the Borrower Security Group to persons who are not members of the Borrower Security Group;
 - (ii) any Tax incurred (or properly reserved for in accordance with the relevant accounting principles) and required to be paid by any member of the Borrower Security Group in connection with the Permitted Financial Indebtedness, Permitted Refinancing Debt or Permitted Senior Additional Debt (as reasonably determined by the Borrower Security Group Agent on the basis of existing rates and taking account of any available credit, deduction or allowance) until such time as the Borrower Security Group Agent determines acting in good faith it is no longer so required; and
 - (iii) any amounts which are to be reserved on a debt service reserve or other account in accordance with the terms in respect of that Permitted Financial Indebtedness, Permitted Refinancing Debt or Permitted Senior Additional Debt or the terms of the Borrower Finance Documents consequent upon the incurrence of the Permitted Financial Indebtedness, Permitted Refinancing Debt or Permitted Senior Additional Debt (provided that such amounts are subject to the Borrower Security (in form and substance satisfactory to the Borrower Security Trustee));

“Relevant Market” means, in relation to Euro, the European interbank market, in relation to SEK, the Swedish interbank market, in relation to NOK, the Norwegian interbank market and, in relation to any other currency, the London interbank market;

“Resignation Letter” means a letter substantially in the form set out in Schedule 8 (*Form of Resignation Letter*);

“Rollover Loan” means a Capex Facility Rollover Loan or a WC Facility Rollover Loan;

“Screen Rate” means:

- (a) in relation to EURIBOR, the euro interbank offered rate administered by the European Money Markets Institute (or any other person who takes over the administration of that rate) for the relevant period;
- (b) in relation to LIBOR, the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant currency and period;
- (c) in relation to STIBOR, in relation to the STIBOR, the Stockholm interbank offered rate administered by the Swedish Bankers' Association (or any other person which takes over the administration of that rate) for the relevant period displayed on page STIBOR of the Reuters screen (or any replacement Reuters page which displays that rate); and
- (d) in relation to NIBOR, the Norwegian interbank offered rate administered by the Oslo Børs (or any other person which takes over the administration of that rate) for Norwegian krone for the relevant period displayed on page NIBP of the Reuters screen (or any replacement Reuters page which displays that rate),

each as displayed (before any correction, recalculation or republication by the administrator) on the relevant page of the Reuters or Bloomberg screen (or any replacement Reuters or Bloomberg page which displays that rate), or, in each case, on the appropriate page of such other information service which publishes that rate from time to time in place of Reuters or Bloomberg. If such page or service ceases to be available, the Initial ACF Agent may specify another page or service displaying the relevant rate after consultation with the Borrower Security Group Agent;

“SEK” means Swedish Krona;

“Selection Notice” means a notice substantially in the form set out in Part 2 (*Selection Notice*) of Schedule 2 (*Utilisation Requests*) given in accordance with Clause 13 (*Interest Periods*) in relation to the Term Loan Facility;

“Separate Loans” has the meaning given to that term in Clause 9.2.5;

“Specified Time” means a day or time determined in accordance with Schedule 5 (*Timetables*);

“Sponsor Affiliate” means each Investor and each of their Affiliates, any trust of which an Investor or any of their Affiliates is a trustee, any partnership of which any Investor or any of their Affiliates is a partner and any trust, fund or other entity which is managed by, or is under the control of, any Investor or any of their Affiliates;

“Standard Form Overdraft Facility” has the meaning given to that term in Clause 7.2.1(i);

“STIBOR” means, in relation to any Loan:

- (a) the applicable Screen Rate as at the Specified Time for the currency of that Loan and for a period equal in length to the Interest Period of that Loan; or
- (b) as otherwise determined pursuant to Clause 14.1 (*Unavailability of Screen Rate*);

“Sub-Agent” has the meaning given to that term in Clause 24.7.4;

“Super Majority Lenders” means a Lender or Lenders whose Commitments aggregate more than 85 per cent. of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 85 per cent. of the Total Commitments immediately prior to that reduction);

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

“Term Loan Commitment” means:

- (a) in relation to an Original Initial ACF Lender, the amount in the Base Currency set opposite its name under the heading “Term Loan Commitment” in Part 2 (*The Original Initial ACF Lenders*) of Schedule 1 (*The Original Parties*) and the amount of any other Term Loan Commitment transferred to it under this Agreement (or assumed by it in accordance with Clause 2.2 (*Increase*)); and
- (b) in relation to any other Lender, the amount in the Base Currency of any Term Loan Commitment transferred to it under this Agreement (or assumed by it in accordance with Clause 2.2 (*Increase*)),

to the extent:

- (i) not cancelled, reduced or transferred by it under this Agreement; and
- (ii) not deemed to be zero pursuant to Clause 22.2 (*Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates*);

“Term Loan Facility” means the term loan facility made available under this Agreement as described in Clause 2.1.1(i);

“Termination Date” means the date falling five years after the Closing Date;

“Total Capex Facility Commitments” means the aggregate of the Capex Facility Commitments, being EUR 600,000,000 at the date of this Agreement;

“Total Commitments” means the aggregate of the Total Term Loan Commitments, the Total Capex Facility Commitments, Total WC Facility Commitments and the Total Overdraft Facility Commitments;

“Total Overdraft Facility Commitments” means the aggregate of the Overdraft Facility Commitments, being EUR 30,000,000 at the date of this Agreement;

“Total Term Loan Commitments” means the aggregate of the Term Loan Commitments, being EUR 825,000,000 at the date of this Agreement;

“Total WC Facility Commitments” means the aggregate of the WC Facility Commitments, being EUR 60,000,000 at the date of this Agreement;

“Transfer Certificate” means a certificate substantially in the form set out in Schedule 3 (*Form of Transfer Certificate*) or any other form agreed between the Initial ACF Agent and the Borrower Security Group Agent;

“Transfer Date” means, in relation to an assignment or 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 Initial ACF Agent executes the relevant Assignment Agreement or Transfer Certificate;

“Unpaid Sum” means any sum due and payable but unpaid by a Borrower under the Initial ACF Finance Documents;

“US” means the United States of America;

“Utilisation Date” means the date on which a Loan is made;

“Utilisation Request” means a notice substantially in the relevant form set out in Part 1 (*Utilisation Requests*) of Schedule 2 (*Utilisation Requests*);

“WC Facility” means the working capital facility made available under this Agreement as described in Clause 2.1.1(iii);

“WC Facility Commitment” means:

- (a) in relation to an Original Initial ACF Lender, the amount in the Base Currency set opposite its name under the heading “WC Facility Commitment” in Part 2 (*The Original Initial ACF Lenders*) of Schedule 1 (*The Original Parties*) and the amount of any other WC Facility Commitment transferred to it under this Agreement (or assumed by it in accordance with Clause 2.2 (*Increase*)); and
- (b) in relation to any other Lender, the amount in the Base Currency of any WC Facility Commitment transferred to it under this Agreement (or assumed by it in accordance with Clause 2.2 (*Increase*));

“WC Facility Loan” means a loan made or to be made under the WC Facility or the principal amount outstanding for the time being of that loan;

“WC Facility Rollover Loan” means one or more WC Facility Loans:

- (a) made or to be made on the same day that a maturing WC Facility Loan is due to be repaid;
- (b) the aggregate amount of which is equal to or less than the maturing WC Facility Loan;
- (c) in the same currency as the maturing WC Facility Loan (unless it arose as a result of the operation of Clause 6.2 (*Unavailability of a currency*)); and
- (d) made or to be made to the same Borrower for the purpose of refinancing that maturing WC Facility Loan; and

“WC Facility Utilisation” means a Utilisation under the WC Facility.

1.2 Construction

1.2.1 Subject to clause 1.3 (*Hierarchy of Borrower Finance Document definitions*) of the Common Terms Agreement and unless otherwise defined in this Agreement or the context requires otherwise, terms used in this Agreement have the same meaning ascribed to them in the master definitions agreement dated on or about the date of this Agreement between, *inter alios*, the Company and the Initial ACF Arrangers (the **“Master Definitions Agreement”**) (*mutatis mutandis*).

1.2.2 Subject to clause 1.3 (*Hierarchy of Borrower Finance Document definitions*) of the Common Terms Agreement and unless otherwise provided in this Agreement or the

context otherwise requires, the principles of interpretation or construction contained in part 2 (*Construction*) of schedule 1 (*Common Definitions*) to the Master Definitions Agreement shall apply to this Agreement as though set out in full in this Agreement (*mutatis mutandis*).

1.2.3 This Agreement and the rights and obligations of the Parties are subject to:

- (i) the terms and conditions of the Common Terms Agreement as though they were set out in full in this Agreement and, in the case of conflict between the terms of this Agreement and the Common Terms Agreement, the Common Terms Agreement will prevail; and
- (ii) the provisions of the Borrower STID and, in the case of conflict between the terms of this Agreement or the Common Terms Agreement and the Borrower STID, the Borrower STID will prevail.

1.2.4 A Borrower providing “**cash cover**” for an Ancillary Facility means a Borrower paying an amount to an interest-bearing account in the name of the Borrower and the following conditions being met:

- (i) the account is with the Account Bank or the Ancillary Lender for which that cash cover is to be provided; and
- (ii) such Borrower has executed a security document over that account, in favour of and in form and substance satisfactory to the Borrower Security Trustee or the Ancillary Lender (acting reasonably) with which that account is held, creating a first ranking security interest over that account.

1.2.5 A Borrower “**repaying**” or “**prepaying**” an Ancillary Outstandings means:

- (i) that Borrower providing cash cover in respect of the Ancillary Outstandings;
- (ii) the maximum amount payable under the Ancillary Facility being reduced or cancelled in accordance with its terms; or
- (iii) the Ancillary Lender being satisfied that it has no further liability under that Ancillary Facility,

and the amount by which Ancillary Outstandings are, repaid or prepaid under Clauses 1.2.5(i) and 1.2.5(ii) is the amount of the relevant cash cover or reduction.

1.2.6 An amount borrowed includes any amount utilised under an Ancillary Facility.

1.3 Third-party rights

1.3.1 Unless expressly provided to the contrary in an Initial ACF Finance Document and other than the Borrower Security Trustee who shall have such rights, 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 enjoy the benefit of any term of this Agreement.

1.3.2 Notwithstanding any term of any Initial ACF Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

2 The Facilities

2.1 The Facilities

2.1.1 Subject to the terms of this Agreement, the Lenders make available:

- (i) a Base Currency term loan facility in an aggregate amount equal to the Total Term Loan Commitments;
- (ii) a Base Currency revolving credit facility in an aggregate amount equal to the Total Capex Facility Commitments capable of being reborrowed as contemplated by this Agreement;
- (iii) a Base Currency working capital facility in an aggregate amount equal to the Total WC Facility Commitments, capable of being reborrowed as contemplated by this Agreement; and
- (iv) a Base Currency overdraft facility in an amount equal to the Total Overdraft Facility Commitments, capable of being reborrowed as contemplated by this Agreement.

2.1.2 The Overdraft Facility shall be made available to the Company pursuant to Clause 7 (*Overdraft Facility*).

2.1.3 Subject to the terms of this Agreement and the Ancillary Documents, an Ancillary Lender may make available an Ancillary Facility to any of the Borrowers in place of all or part of its Commitment under the WC Facility.

2.1.4 The Parties agree and acknowledge that the Facilities constitute Borrower Secured Debt.

2.2 Increase

2.2.1 The Borrower Security Group Agent may, by giving prior notice to the Initial ACF Agent by no later than the date falling five Business Days after the effective date of a cancellation of:

- (i) the Available Commitments of a Defaulting Lender in accordance with Clause 10.6 (*Right of cancellation in relation to a Defaulting Lender*); or
- (ii) the Commitments of a Lender in accordance with:
 - (a) Clause 10.1 (*Illegality*); or
 - (b) Clause 10.5 (*Right of cancellation and repayment in relation to a single Lender*),

request that the Total Commitments be increased (and the Total Commitments under that Facility shall be so increased) in an aggregate amount in the Base Currency 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 Security Group Agent (each of which shall not be a Sponsor Affiliate or a member of the Borrower Security Group

and which is further acceptable to the Initial ACF Agent (acting reasonably)) 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 Initial ACF Lender;

- (II) each of the Obligors and any Increase Lender shall assume obligations towards one another and/or acquire rights against one another as the Obligors and the Increase Lender would have assumed and/or acquired had the Increase Lender been an Original Initial ACF Lender;
- (III) each Increase Lender shall become a Party as a "Lender" and any Increase Lender and each of the other Initial ACF 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 Initial ACF Lender;
- (IV) the Commitments of the other Lenders shall continue in full force and effect; and
- (V) any increase in the Total Commitments shall take effect on the date specified by the Borrower Security Group Agent in the notice referred to above or any later date on which the conditions set out in Clause 2.2.2 are satisfied.

2.2.2 An increase in the Total Commitments will only be effective on:

- (i) the execution by the Initial ACF 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:
 - (a) the Increase Lender entering into the documentation required for it to accede as a party to the Borrower STID; and
 - (b) performance by the Initial ACF Agent of 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 Initial ACF Agent shall promptly notify the Borrower Security Group Agent and the Increase Lender upon so being satisfied.

2.2.3 Each Increase Lender, by executing the Increase Confirmation, confirms that the Initial ACF 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.

2.2.4 The Increase Lender shall, within 10 Business Days from the date upon which the increase takes effect, pay to the Initial ACF Agent (for its own account) a fee in an amount equal to the fee which would be payable under Clause 21.3 (*Assignment or*

transfer fee) if the increase were a transfer pursuant to Clause 21.5 (*Procedure for transfer*) and if the Increase Lender were a New Lender.

2.2.5 The Company may pay to the Increase Lender a fee in the amount and at the times agreed between the Company and the Increase Lender in a Fee Letter.

2.2.6 Clause 21.4 (*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 an assignment.

2.3 Initial ACF Finance Parties’ rights and obligations

2.3.1 The obligations of each Initial ACF Finance Party under the Initial ACF Finance Documents are several. Failure by an Initial ACF Finance Party to perform its obligations under the Initial ACF Finance Documents does not affect the obligations of any other Party under the Initial ACF Finance Documents. No Initial ACF Finance Party is responsible for the obligations of any other Initial ACF Finance Party under the Initial ACF Finance Documents.

2.3.2 The rights of each Initial ACF Finance Party under or in connection with the Initial ACF Finance Documents are separate and independent rights and any debt arising under the Initial ACF Finance Documents to an Initial ACF Finance Party from a Borrower shall be a separate and independent debt in respect of which an Initial ACF Finance Party shall be entitled to enforce its rights in accordance with Clause 2.3.3 below. The rights of each Initial ACF Finance Party under the Initial ACF Finance Documents and, for the avoidance of doubt, any part of a Loan or any other amount owed by a Borrower which relates to an Initial ACF Finance Party’s participation in a Facility or its role under an Initial ACF Finance Document (including such amount payable to the Initial ACF Facility Agent on its behalf), is a debt owing to that Initial ACF Finance Party by the relevant Borrower.

2.3.3 An Initial ACF Finance Party may, except as otherwise stated in the Initial ACF Finance Documents, separately enforce its rights under the Initial ACF Finance Documents.

3 Purpose

3.1 Purpose

3.1.1 The Company shall apply all amounts borrowed under the Term Loan Facility towards:

- (i) the refinancing of Existing Indebtedness;
- (ii) payment of fees, costs, expenses (including hedge break costs), stamp, registration and other taxes incurred in connection with the refinancing referenced in Clause 3.1.1(i); and

- (iii) for the general corporate purposes of each member of the Borrower Security Group and their respective Subsidiaries (including to make a Distribution permitted pursuant to paragraph (g) of the definition of “Permitted Transaction”).

3.1.2 Each Borrower shall apply all amounts borrowed by it under the Capex Facility towards:

- (i) the refinancing of Existing Indebtedness in the form of any capital expenditure facility;
- (ii) the financing of Capital Expenditure of the Borrower Security Group (including expenditure relating to any Certified Storm Event);
- (iii) the financing of Permitted Acquisitions as described in paragraphs (f) and (g) of the definition thereof;
- (iv) costs and expenses incurred (on an arm’s length basis) in connection with any Permitted Acquisition pursuant to Clause 3.1.2(iii); and
- (v) the refinancing of any existing Financial Indebtedness of the relevant target company or business acquired in any Permitted Acquisition referenced in Clause 3.1.2(iii).

3.1.3 Each Borrower shall apply all amounts borrowed under the WC Facility and any utilisation of any Ancillary Facility towards general corporate purposes and the working capital requirements of the Borrower Security Group (but not towards any purpose for which the Term Loan Facility can be used including the payment of any Distribution or prepayment of any Term Loan or Capex Facility Loan but excluding any other purpose set out at Clause 3.1.1(iii)).

3.1.4 Each Borrower shall apply all amounts borrowed under the Overdraft Facility and any utilisation of any Ancillary Facility towards general corporate purposes and the working capital requirements of the Borrower Security Group (but not towards any purpose for which the Term Loan Facility can be used including the payment of any Distribution or prepayment of any Term Loan or Capex Facility Loan but excluding any other purpose set out at Clause 3.1.1(iii)).

3.2 Monitoring

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

4 Conditions of Loan

4.1 Initial conditions precedent

The obligations of each Lender to participate in any Loan or make available the Overdraft Facility are subject to clause 3 (*Conditions Precedent*) of the Common Terms Agreement. The Initial ACF Agent will notify the Initial ACF Lenders upon the satisfaction of the conditions precedent (other than the Final Conditions Precedent) in the Borrower CP Agreement.

4.2 Further conditions precedent

Subject to Clause 4.1 (*Initial conditions precedent*), the Lenders will only be obliged to comply with Clause 5.4 (*Lenders' participation*) in relation to a Loan if, on the date of the Utilisation Request and on the proposed Utilisation Date:

- 4.2.1 no Default is continuing or would result from the proposed Loan and Drawing; and
- 4.2.2 in relation to any Loan or drawdown under the Overdraft Facility on the Closing Date, all the representations and warranties in schedule 1 (*Borrower Security Group Representations*) to the Common Terms Agreement or, in relation to any other Loan, the Repeating Representations are true in all material respects,

provided that the conditions in Clauses 4.2.1 and 4.2.2 shall not apply to any Rollover Loan unless a Declared Default is continuing.

4.3 Maximum number of Loans

4.3.1 A Borrower may not deliver a Utilisation Request if, as a result of the proposed Loan:

- (i) two or more Term Loans would be outstanding;
- (ii) 16 or more Capex Facility Loans would be outstanding; or
- (iii) four or more WC Facility Loans would be outstanding,

provided that no separate Loans made pursuant to Clause 6.2 (*Unavailability of a currency*) or 9.2.5 shall be counted for the purposes of this Clause 4.3.1.

4.3.2 A Borrower may not request that a Term Loan be divided if, as a result of the proposed division, three or more Term Loans would be outstanding.

4.4 Conditions relating to Optional Currencies

4.4.1 A currency will constitute an Optional Currency in relation to a WC Facility Utilisation if:

- (i) it is readily available in the amount required and freely convertible into the Base Currency in the wholesale market for that currency on the Quotation Day and the Utilisation Date for that Utilisation; and
- (ii) it is SEK or NOK or has been approved by the Initial ACF Agent (acting on the instructions of all the Lenders) on or prior to receipt by the Initial ACF Agent of the relevant Utilisation Request for that Utilisation.

4.4.2 If the Initial ACF Agent has received a written request from the Borrower Security Group Agent for a currency to be approved under Clause 4.4.1(ii), the Initial ACF Agent will confirm to the Borrower Security Group Agent by the Specified Time:

- (i) whether or not the Lenders have granted their approval; and
- (ii) if approval has been granted, the minimum amount for any subsequent Utilisation in that currency.

5 Loans

5.1 Delivery of a Utilisation Request

Subject to the other provisions of this Agreement and the Common Terms Agreement, a Borrower may utilise a Facility (other than the Overdraft Facility) by delivery to the Initial ACF Agent of a duly completed Utilisation Request not later than the Specified Time.

5.2 Completion of a Utilisation Request for Loans

5.2.1 Each Utilisation Request for a Loan is irrevocable and will not be regarded as having been duly completed unless:

- (i) it identifies the Facility to be utilised;
- (ii) the proposed Utilisation Date is a Business Day within the Availability Period applicable to that Facility;
- (iii) the currency and amount of the Loan comply with Clause 5.3 (*Currency and amount*); and
- (iv) the proposed Interest Period complies with Clause 13 (*Interest Periods*).

5.2.2 Multiple Loans may be requested in a Utilisation Request where the proposed Utilisation Date is the Closing Date. Only one Loan may be requested in each subsequent Utilisation Request.

5.3 Currency and amount

5.3.1 The currency specified in a Utilisation Request must be:

- (i) the Base Currency in relation to the Term Loan Facility and the Capex Facility; and
- (ii) the Base Currency or an Optional Currency in relation to the WC Facility.

5.3.2 The amount of the proposed Loan must be:

- (i) if the currency selected in the Base Currency, a minimum of:
 - (a) for the Term Loan Facility EUR 5,000,000;
 - (b) for the Capex Facility EUR 2,000,000; and
 - (c) EUR 1,000,000 for the WC Facility,or in each case, if less, the Available Facility; and
- (ii) for the WC Facility:
 - (a) if the currency selected is NOK, a minimum of NOK 10,000,000 or, if less, the Available Facility; or
 - (b) if the currency selected is SEK, a minimum of SEK 10,000,000 or, if less, the Available Facility.

5.4 Lenders' participation

- 5.4.1 If the conditions set out in this Agreement and the Common Terms Agreement have been met, each Lender shall make its participation in each Loan available by the Utilisation Date through its Facility Office.
- 5.4.2 The amount of each Lender's participation in each Loan will be equal to the proportion borne by its Available Commitment to the Available Facility immediately prior to making the Loan.
- 5.4.3 If a Utilisation under the WC Facility is made to repay Ancillary Outstandings, each Lender's participation in that Utilisation will be in an amount (as determined by the Initial ACF Agent) which will result as nearly as possible in the aggregate amount of its participation in such Utilisations then outstanding bearing the same proportion to the aggregate amount of the WC Facility Utilisations then outstanding as its WC Facility Commitment bears to the Total WC Facility Commitments.
- 5.4.4 The Initial ACF Agent shall determine the Base Currency Amount of each WC Facility Loan which is to be made in an Optional Currency and notify each Lender of the amount, currency and the Base Currency Amount of each Loan, the amount of its participation in that Loan and, if different, the amount of that participation to be made available in accordance with Clause 27.1 (*Payments to the Initial ACF Agent*) by the Specified Time.

5.5 Limitations on Loans

- 5.5.1 Neither the Capex Facility nor the WC Facility shall be utilised unless the Term Loan Facility has been (or will simultaneously be) utilised.
- 5.5.2 The Term Loan Facility may only be utilised on the Closing Date.

5.6 Cancellation of Commitment

- 5.6.1 The Term Loan Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period for the Term Loan Facility.
- 5.6.2 The Capex Facility Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period for the Capex Facility.
- 5.6.3 The WC Facility Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period for the WC Facility.
- 5.6.4 Notwithstanding the foregoing, if the Closing Date has not occurred on or before 31 March 2016, the Total Commitments shall be cancelled at 23:59 on 31 March 2016.

5.7 Clean down

The Borrowers shall ensure that the aggregate of the Base Currency Amounts of:

- 5.7.1 all WC Facility Loans;
- 5.7.2 all Overdraft Outstandings;
- 5.7.3 any cash loan element of the Ancillary Outstandings under all the Ancillary Facilities; and

5.7.4 (to the extent not included within Clauses 5.7.1, 5.7.2 and 5.7.3) any cash loans covered by a letter of credit or guarantee issued under an Ancillary Facility as contemplated by the definition of “Permitted Financial Indebtedness”,

less:

5.7.5 any amount of Cash and Cash Equivalent Investments of the Borrower Security Group,

shall be reduced to zero for a period (a “**clean-down period**”) of not less than five successive Business Days in each of its Financial Years beginning with the Financial Year ending 31 December 2016. The occurrence of a clean-down period shall be certified in the next Compliance Certificate delivered after the end of the relevant clean-down period. Not less than three months shall elapse between two such periods.

6 Optional Currencies

6.1 Selection of currency

A Borrower shall select the currency of a WC Facility Utilisation in a Utilisation Request.

6.2 Unavailability of a currency

If, before the Specified Time on any Quotation Day:

6.2.1 a Lender notifies the Initial ACF Agent that the Optional Currency requested is not readily available to it in the amount required; or

6.2.2 a Lender notifies the Initial ACF Agent that compliance with its obligation to participate in a Loan in the proposed Optional Currency would contravene a law or regulation applicable to it,

the Initial ACF Agent will give notice to the relevant Borrower to that effect by the Specified Time on that day. In this event, any Lender that gives notice pursuant to this Clause 6.2 will be required to participate in the Loan in the Base Currency (in an amount equal to that Lender’s proportion of the Base Currency Amount, or in respect of a Rollover Loan, an amount equal to that Lender’s proportion of the Base Currency Amount of the Rollover Loan that is due to be made) and its participation will be treated as a separate Loan denominated in the Base Currency during that Interest Period.

6.3 Initial ACF Agent’s calculations

Each Lender’s participation in a Loan will be determined in accordance with Clause 5.4.2.

7 Overdraft Facility

7.1 Nature of Facility

7.1.1 The Overdraft Facility shall be available for Drawing by the Company during the Availability Period applicable to that Facility.

7.1.2 The Overdraft Facility shall be made available by the Overdraft Facility Lenders during the Availability Period applicable to the Facility, provided that:

- (i) the Term Loan Facility has been (or will simultaneously be) utilised; and

- (ii) at no time during the term of the Overdraft Facility, may the Net Debit Balance exceed the Overdraft Limit.

7.1.3 The Overdraft Facility shall cease to be available on the Termination Date.

7.1.4 The Overdraft Facility shall be made available in the Base Currency.

7.1.5 The Company shall complete such mandate and other like documents in respect of the Overdraft Facility as each Overdraft Facility Lender may reasonably require.

7.2 Drawing

7.2.1 Subject to the terms of this Agreement, each Overdraft Facility Lender agrees to make the Overdraft Facility available on a revolving basis to the Company to be utilised on any Business Day:

- (i) by way of overdraft under any overdraft agreement entered into on usual banking terms as set out in the relevant Lender's standard form overdraft facility (as amended for the purposes of this Agreement) (the "**Standard Form Overdraft Facility**"); and

- (ii) at the rate of interest set out in Clause 12.1 (*Calculation of interest*).

7.2.2 No Drawing under this Clause 7.2 shall be made if it would result in the Overdraft Outstandings exceeding the Overdraft Limit.

7.2.3 For the avoidance of doubt, the Overdraft Facility Lender may, without liability, return cheques unpaid if the payment of those cheques would result in a breach of this Clause 7.2.

7.3 Prepayment of Overdraft Outstandings

The Company may at any time prepay any Overdraft Outstandings.

7.4 Repayment of Overdraft Outstandings

The Company shall repay all amounts outstanding under the Overdraft Facility in accordance with Clause 9.3 (*Repayment of Overdraft Facility*).

7.5 Cancellation of Commitment

The Overdraft Facility Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period for the Overdraft Facility.

7.6 Usual banking terms

To the extent that there is any inconsistency between the terms of this Agreement and the Standard Form Overdraft Facility, the terms of this Agreement will prevail.

8 Ancillary Facilities

8.1 Type of Facility

An Ancillary Facility may be by way of:

8.1.1 a guarantee, bonding, documentary or stand-by letter of credit facility;

8.1.2 a short-term loan facility;

- 8.1.3 a derivatives facility;
- 8.1.4 a foreign exchange facility; or
- 8.1.5 any other facility or accommodation required in connection with the business of the Borrower Security Group and which is agreed by the relevant Borrower with an Ancillary Lender.

8.2 Availability

8.2.1 If a Borrower and a Lender agree and except as otherwise provided in this Agreement, the Lender may provide an Ancillary Facility on a bilateral basis in place of all or part of that Lender's unutilised WC Facility Commitment (which shall (except for the purposes of determining the Majority Lenders and of Clause 34.4 (*Replacement of Lender*)) be reduced by the amount of the Ancillary Commitment under that Ancillary Facility).

8.2.2 An Ancillary Facility shall not be made available unless, not later than three Business Days prior to the Ancillary Commencement Date for an Ancillary Facility, the Initial ACF Agent has received from the relevant Borrower:

- (i) a notice in writing of the establishment of an Ancillary Facility and specifying:
 - (a) the proposed Ancillary Commencement Date and expiry date of the Ancillary Facility;
 - (b) the proposed type of Ancillary Facility to be provided;
 - (c) the proposed Ancillary Lender; and
 - (d) the proposed Ancillary Commitment and the maximum amount of the Ancillary Facility; and
- (ii) any other information which the Initial ACF Agent may reasonably request in connection with the Ancillary Facility.

The Initial ACF Agent shall promptly notify the Ancillary Lender and the other Lenders of the establishment of an Ancillary Facility.

8.2.3 Subject to compliance with Clause 8.2.2:

- (i) the Lender concerned will become an Ancillary Lender; and
- (ii) the Ancillary Facility will be available,

with effect from the date agreed by the relevant Borrower and the Ancillary Lender.

8.3 Terms of Ancillary Facilities

8.3.1 Except as provided below, the terms of any Ancillary Facility will be those agreed by the Ancillary Lender and the relevant Borrower.

8.3.2 However, those terms:

- (i) must be based upon normal commercial terms at that time (except as varied by this Agreement);

- (ii) may not allow the Ancillary Outstandings to exceed the Ancillary Commitment;
- (iii) may not allow the Ancillary Commitment of a Lender to exceed the Available Commitment with respect to the WC Facility of that Lender (before taking into account the effect of the Ancillary Facility on that Available Commitment); and
- (iv) must require that the Ancillary Commitment is reduced to nil, and that all Ancillary Outstandings are repaid (or cash cover provided in respect of all the Ancillary Outstandings) not later than the Termination Date for the WC Facility (or such earlier date as the WC Facility Commitment of the relevant Ancillary Lender (or its Affiliate) is reduced to zero).

8.3.3 If there is any inconsistency between any term of an Ancillary Facility and any term of this Agreement, this Agreement shall prevail except for: (i) Clause 31.3 (*Day count convention*) which shall not prevail for the purposes of calculating fees, interest or commission relating to an Ancillary Facility; (ii) an Ancillary Facility comprising more than one account where the terms of the Ancillary Documents shall prevail to the extent required to permit the netting of balances on those accounts; and (iii) where the relevant term of this Agreement would be contrary to, or inconsistent with, the law governing the relevant Ancillary Document, in which case, that term of this Agreement shall not prevail.

8.3.4 Interest, commission and fees on Ancillary Facilities are dealt with in Clause 15.4 (*Interest, commission and fees on Ancillary Facilities*).

8.4 Repayment of Ancillary Facility

8.4.1 An Ancillary Facility shall cease to be available on the Termination Date for the WC Facility or such earlier date on which its expiry date occurs or on which it is cancelled in accordance with the terms of this Agreement.

8.4.2 If an Ancillary Facility expires or is cancelled in accordance with its terms the Ancillary Commitment of the Ancillary Lender shall be reduced to zero (and the WC Facility Commitment shall be increased accordingly).

8.4.3 No Ancillary Lender may demand repayment or prepayment of any amounts under its Ancillary Facility unless:

- (i) the Total WC Facility Commitments have been cancelled in full, or all outstanding Utilisations under the WC Facility have become due and payable in accordance with the terms of this Agreement, or the Initial ACF Agent has declared all outstanding Utilisations under the WC Facility immediately due and payable, or the expiry date of the Ancillary Facility occurs;
- (ii) it becomes unlawful in any applicable jurisdiction for the Ancillary Lender to perform any of its obligations as contemplated by this Agreement or to fund, issue or maintain its participation in its Ancillary Facility; or
- (iii) both:
 - (a) the Available Commitments relating to the WC Facility; and
 - (b) the notice of the demand given by the Ancillary Lender,

would not prevent the relevant Borrower funding the repayment of those Ancillary Outstandings in full by way of WC Facility Loan.

- 8.4.4 If a WC Facility Loan is made to repay Ancillary Outstandings in full, the relevant Ancillary Commitment shall be reduced to zero.

8.5 Limitations on Ancillary Outstandings

Each Borrower and each Ancillary Lender agrees with and for the benefit of each Lender that the Ancillary Outstandings under any Ancillary Facility provided by that Ancillary Lender shall not exceed the Ancillary Commitment applicable to that Ancillary Facility.

8.6 Adjustment for Ancillary Facilities upon acceleration

In this Clause 8.6:

“**Total WC Outstandings**” means the aggregate of all WC Outstandings; and

“**WC Outstandings**” means, in relation to a Lender, the aggregate of the equivalent of the Base Currency: (i) its participation in each WC Facility Loan then outstanding (together with the aggregate amount of all accrued interest, fees and commission owed to it as a Lender under the WC Facility); and (ii) if the Lender is also an Ancillary Lender, the Ancillary Outstandings in respect of Ancillary Facilities provided by that Ancillary Lender (together with the aggregate amount of all accrued interest, fees and commission owed to it as an Ancillary Lender in respect of the Ancillary Facility (without double counting)).

- 8.6.1 If a notice is served under clause 7.2 (*Consequences of an Event of Default and delivery of an Acceleration Notice*) of the Common Terms Agreement (other than a notice declaring Utilisations to be due on demand), each Lender and each Ancillary Lender shall promptly adjust by corresponding transfers (to the extent necessary) their claims in respect of amounts outstanding to them under the WC Facility and each Ancillary Facility to ensure that after such transfers the WC Outstandings of each Lender bear the same proportion to the Total WC Outstandings as such Lender’s WC Facility Commitment bears to the Total WC Facility Commitments, each as at the date the notice is served under clause 7.2 (*Consequences of an Event of Default and delivery of an Acceleration Notice*) of the Common Terms Agreement.
- 8.6.2 If an amount outstanding under an Ancillary Facility is a contingent liability and that contingent liability becomes an actual liability or is reduced to zero after the original adjustment is made under Clause 8.6.1, then each Lender and Ancillary Lender will make a further adjustment by corresponding transfers (to the extent necessary) to put themselves in the position they would have been in had the original adjustment been determined by reference to the actual liability or, as the case may be, zero liability and not the contingent liability.
- 8.6.3 Any transfer of rights and obligations relating to WC Outstandings made pursuant to this Clause 8.6 shall be made for a purchase price in cash, payable at the time of transfer, in an amount equal to those WC Outstandings.
- 8.6.4 All calculations to be made pursuant to this Clause 8.6 shall be made by the Initial ACF Agent (acting reasonably) based upon information provided to it by the Lenders and Ancillary Lenders (a written copy of which shall, if requested, be

provided to the Borrower Security Group Agent showing such calculations in reasonable detail).

8.7 Affiliates of Lenders as Ancillary Lenders

- 8.7.1** Subject to the terms of this Agreement, an Affiliate of a Lender may become an Ancillary Lender. In such case, the Lender and its Affiliate shall be treated as a single Lender whose WC Facility Commitment is the amount set out opposite the relevant Lender's name in Part 2 (*The Original Initial ACF Lenders*) of Schedule 1 (*The Original Parties*) and/or the amount of any WC Facility Commitment transferred to or assumed by that Lender under this Agreement, to the extent (in each case) not cancelled, reduced or transferred by it under this Agreement. For the purposes of calculating the Lender's Available Commitment with respect to the WC Facility, the Lender's Commitment shall be reduced to the extent of the aggregate of the Ancillary Commitments of its Affiliates.
- 8.7.2** The relevant Borrower shall specify any relevant Affiliate of a Lender in any notice delivered by such Borrower to the Initial ACF Agent pursuant to Clause 8.2.2(i).
- 8.7.3** An Affiliate of a Lender which becomes an Ancillary Lender shall accede to the Borrower STID as an Additional Borrower Secured Creditor and any person which so accedes to the Borrower STID shall, at the same time, become a party to this Agreement as an Ancillary Lender in accordance with clause 2.2 (*Accession of Additional Borrower Secured Creditor*) of the Borrower STID.
- 8.7.4** If a Lender assigns all of its rights and benefits or transfers all of its rights and obligations to a New Lender (as defined in Clause 21.1 (*Assignments and transfers by the Lenders*)), its Affiliate shall cease to have any obligations under this Agreement or any Ancillary Document.
- 8.7.5** Where this Agreement or any other Borrower Finance Document imposes an obligation on an Ancillary Lender and the relevant Ancillary Lender is an Affiliate of a Lender which is not a party to that document, the relevant Lender shall ensure that the obligation is performed by its Affiliate.

8.8 Affiliates of Borrowers

- 8.8.1** Subject to the terms of this Agreement, an Affiliate of a Borrower may, with the approval of the relevant Lender, become a borrower with respect to an Ancillary Facility.
- 8.8.2** The relevant Borrower shall specify any relevant Affiliate of such Borrower in any notice delivered by such Borrower to the Initial ACF Agent pursuant to Clause 8.2.2(i).
- 8.8.3** Where this Agreement or any other Borrower Finance Document imposes an obligation on a Borrower under an Ancillary Facility and the relevant Borrower is an Affiliate of a Borrower which is not a party to that document, the relevant Borrower shall ensure that the obligation is performed by its Affiliate.
- 8.8.4** Any reference in this Agreement or any other Borrower Finance Document to a Borrower being under no obligations (whether actual or contingent) as a Borrower under such Borrower Finance Document shall be construed to include a reference

to any Affiliate of a Borrower being under no obligations under any Borrower Finance Document or Ancillary Document.

8.9 Information

Each Borrower and each Ancillary Lender shall, promptly upon request by the Initial ACF Agent, supply the Initial ACF Agent with any information relating to the operation of an Ancillary Facility (including the Ancillary Outstandings) as the Initial ACF Agent may reasonably request from time to time. Each Borrower consents to all such information being released to the Initial ACF Agent and the other Initial ACF Finance Parties.

8.10 WC Facility Commitment amounts

Notwithstanding any other term of this Agreement, each Lender shall ensure that at all times its WC Facility Commitment is not less than:

8.10.1 its Ancillary Commitment; or

8.10.2 the Ancillary Commitment of its Affiliate.

8.11 Amendments and waivers – Ancillary Facilities

No amendment or waiver of a term of any Ancillary Facility shall require the consent of any Finance Party other than the relevant Ancillary Lender unless such amendment or waiver itself relates to or gives rise to a matter which would require an amendment of or under this Agreement (including, for the avoidance of doubt, under this Clause 8). In such a case, Clause 34 (*Amendments and Waivers*) will apply.

9 Repayment

9.1 Repayment of Term Loans

9.1.1 The Borrowers under the Term Loan Facility shall repay the aggregate Term Loans in full on the Termination Date.

9.1.2 The Borrowers may not reborrow any part of the Term Loan Facility which is repaid.

9.2 Repayment of Capex Facility Loans and WC Facility Loans

9.2.1 Subject to Clauses 9.2.3 and 9.2.5, each Borrower which has drawn a Capex Facility Loan or WC Facility Loan shall repay that Loan on the last day of its Interest Period.

9.2.2 Amounts drawn under the Capex Facility or WC Facility are capable of being reborrowed during the Availability Period.

9.2.3 Any amounts outstanding under the Capex Facility and the WC Facility on the Termination Date shall be repaid on that date.

9.2.4 Without prejudice to each Borrower's obligation under Clause 9.2.1, if:

(i) one or more Capex Facility Loans or WC Facility Loans are to be made available to a Borrower:

(a) on the same day that a maturing Capex Facility Loan or WC Facility Loan (as applicable) is due to be repaid by that Borrower; and

- (b) in whole or in part for the purpose of refinancing the relevant maturing Capex Facility Loan or WC Facility Loan; and
- (ii) the proportion borne by each Lender's participation in that maturing Capex Facility Loan or WC Facility Loan to the amount of that maturing Capex Facility Loan or WC Facility Loan (as applicable) is the same as the proportion borne by that Lender's participation in the new Capex Facility Loans or WC Facility Loans (as applicable) to the aggregate amount of those new Capex Facility Loans or WC Facility Loans,

the aggregate amount of the new Capex Facility Loans or WC Facility Loans (as applicable) shall, unless the relevant Borrower or the Borrower Security Group Agent on its behalf notifies the Initial ACF Agent to the contrary in the relevant Utilisation Request, be treated as if applied in or towards repayment of the relevant maturing Capex Facility Loan or WC Facility Loan so that:

- (I) if the amount of the relevant maturing Capex Facility Loan or WC Facility Loan exceeds the aggregate amount of the new Capex Facility Loans or WC Facility Loans (as applicable):
 - 1. the relevant Borrower will only be required to make a payment under Clause 27.1 (*Payments to the Initial ACF Agent*) in an amount in the relevant currency equal to that excess; and
 - 2. each Lender's participation in the new Capex Facility Loans or WC Facility Loans (as applicable) shall be treated as having been made available and applied by the relevant Borrower in or towards repayment of that Lender's participation in the relevant maturing Capex Facility Loan or WC Facility Loan and that Lender will not be required to make a payment under Clause 27.1 (*Payments to the Initial ACF Agent*) in respect of its participation in the new Capex Facility Loans or WC Facility Loans (as applicable); and
- (II) if the amount of the relevant maturing Capex Facility Loan or WC Facility Loan is equal to or less than the aggregate amount of the new Capex Facility Loans or WC Facility Loans (as applicable):
 - 1. the relevant Borrower will not be required to make a payment under Clause 27.1 (*Payments to the Initial ACF Agent*); and
 - 2. each Lender will be required to make a payment under Clause 27.1 (*Payments to the Initial ACF Agent*) in respect of its participation in the new Capex Facility Loans or WC Facility Loans (as applicable) only to the extent that its participation in the new Capex Facility Loans or WC Facility Loans (as applicable) exceeds that Lender's participation in the relevant maturing Capex Facility Loans or WC Facility Loans and the remainder of that Lender's participation in the new Capex Facility Loans or WC Facility Loans (as applicable) shall be treated as having been made available and applied by the relevant Borrower in or towards repayment of that Lender's participation in the relevant maturing Capex Facility Loan or WC Facility Loan.

- 9.2.5** At any time when a Lender becomes a Defaulting Lender, the maturity date of each of the participations of that Lender in the Capex Facility Loans and WC Facility Loans then outstanding will be automatically extended to the Termination Date applicable to the Capex Facility and WC Facility (as applicable) and will be treated, in each case, as separate Capex Facility Loans or WC Facility Loans (the “**Separate Loans**”) denominated in the currency in which the relevant participations are outstanding.
- 9.2.6** If a Borrower makes a prepayment of a Capex Facility Loan or WC Facility Loan pursuant to Clause 10.4 (*Voluntary prepayment of Capex Facility Loans or WC Facility Loans*), a Borrower to whom a Separate Loan is outstanding may prepay that Loan by giving not less than five Business Days’ prior notice to the Initial ACF Agent. The proportion borne by the amount of the prepayment of the relevant Separate Loan to the amount of the Separate Loans shall not exceed the proportion borne by the amount of the prepayment of the Capex Facility Loan or WC Facility Loan to the Capex Facility Loans or WC Facility Loans (as the case may be). The Initial ACF Agent will forward a copy of a prepayment notice received in accordance with this Clause 9.2.6 to the Defaulting Lender concerned as soon as practicable on receipt.
- 9.2.7** Interest in respect of a Separate Loan will accrue for successive Interest Periods selected by a Borrower by the time and date specified by the Initial ACF Agent (acting reasonably) and will be payable by that Borrower to the Initial ACF Agent (for the account of that Defaulting Lender) on the last day of each Interest Period of that Loan.
- 9.2.8** The terms of this Agreement relating to Capex Facility Loans and WC Facility Loans generally shall continue to apply to the corresponding Separate Loans other than to the extent inconsistent with Clauses 9.2.5 to 9.2.7, in which case, those provisions shall prevail in respect of any Separate Loan.

9.3 Repayment of Overdraft Facility

On the Termination Date, the Company shall repay all amounts (if any) owing or outstanding under the Overdraft Facility.

10 Illegality, Voluntary Prepayment and Cancellation

10.1 Illegality

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

- 10.1.1** that Lender shall promptly notify the Initial ACF Agent upon becoming aware of that event;
- 10.1.2** upon the Initial ACF Agent notifying the Borrower Security Group Agent, the Borrower Security Group Agent will either notify the Initial ACF Agent of:
- (i) the cancellation of the Commitment of that Lender; or
 - (ii) replacement of that Lender in accordance with Clause 34.4 (*Replacement of Lender*); and

10.1.3 in the event of an election under Clause 10.1.2(i), each Borrower shall repay:

- (i) that Lender's participation in the Loans made to that Borrower on the last day of the Interest Period for the Loans occurring after the Initial ACF Agent has notified the Borrower Security Group Agent or, if earlier, on the date specified by the Lender in the notice delivered to the Initial ACF Agent (being no earlier than the last day of any applicable grace period permitted by law); and
- (ii) any Overdraft Outstandings on the next Overdraft Interest Payment Date, or if earlier, the date notified in writing to the Company by the relevant Overdraft Facility Lender (being no earlier than the last day of any applicable grace period permitted by law).

10.2 Voluntary cancellation

10.2.1 The Borrower Security Group Agent may, if it gives the Initial ACF Agent (copied to the Borrower Security Trustee) not less than five Business Days' (or such shorter period as the Majority Lenders may agree) prior notice (accompanied by such evidence is required by Clause 10.2.2), cancel the whole or any part (being, other than with respect to the Overdraft Facility, a minimum amount of €2,000,000 (or such lesser amount as the Initial ACF Agent may agree, acting on the instructions of the Majority Lenders)) of an Available Facility. Any cancellation under this Clause 10.2 shall reduce the Commitments of the Lenders rateably under that Facility.

10.2.2 Any notice of cancellation of the Available Commitments with respect to the Overdraft Facility or WC Facility delivered at any time while Overdraft Outstandings or Loans under any other Facility remain outstanding and/or other Commitments remain uncanceled must be accompanied by evidence, in form and substance satisfactory to the Majority Lenders (acting reasonably), that the Borrower Security Group will have sufficient working capital facilities available to it following such cancellation.

10.2.3 Notwithstanding any other provision of this Agreement, if the Overdraft Facility Commitments have been reduced to zero, the Overdraft Facility shall not be extinguished and Commitments thereunder shall be capable of increase pursuant to Clause 2.2 (*Increase*).

10.3 Voluntary prepayment of Term Loans

10.3.1 A Borrower to which a Term Loan has been made may, if the Borrower Security Group Agent gives the Initial ACF Agent not less than five Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, prepay the whole or any part of that Term Loan (but, if in part, being an amount that reduces the Base Currency Amount of that Term Loan by a minimum amount of €2,000,000 (or such lesser amount as the Initial ACF Agent may agree, acting on the instructions of the Majority Term Loan Lenders)). The Borrower Security Group Agent must confirm to the Initial ACF Agent that it has sufficient funds on such Payment Date to effect such prepayment and any amounts to be paid in priority to, or *pari passu* with, such prepayment amounts.

10.3.2 A voluntary prepayment of a Term Loan must be applied pro rata in respect of each Lender's Commitment under such Facility.

10.4 Voluntary prepayment of Capex Facility Loans or WC Facility Loans

- 10.4.1** A Borrower to which a Capex Facility Loan or WC Facility Loan has been made may, if the Borrower Security Group Agent gives the Initial ACF Agent not less than five Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, prepay the whole or any part of a Capex Facility Loan or WC Facility Loan (but if in part, being an amount that reduces the Base Currency Amount of the Capex Facility Loan or WC Facility Loan (as the case may be) by a minimum amount of €2,000,000 (or such lesser amount as the Initial ACF Agent may agree, acting on the instructions of the Majority Capex Facility Lenders or Majority WC Lenders, as applicable)). The Borrower Security Group Agent must confirm to the Initial ACF Agent that it has sufficient funds on such Payment Date to effect such prepayment and any amounts to be paid in priority to, or *pari passu* with, such prepayment amounts.
- 10.4.2** Any amount prepaid pursuant to Clause 10.4.1 shall be available for reborrowing.
- 10.4.3** A voluntary prepayment of a Capex Facility Loan or a WC Facility Loan must be applied pro rata in respect of each Lender's Commitment under such Facility.

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

- 10.5.1** If:
- (i) any sum payable to any Lender (other than a Sponsor Affiliate) by an Obligor is required to be increased under Clause 16.1.2; or
 - (ii) any Lender (other than a Sponsor Affiliate) claims indemnification from an Obligor under Clause 16.2 (*Tax indemnity*) or 17.1 (*Increased Costs*),
- the Borrower Security Group Agent may, while the circumstance giving rise to the requirement for increase or indemnification continues, give the Initial ACF Agent notice (with copy to the Borrower Security Trustee):
- (a) (if such circumstances relate to a Lender) of cancellation of the Commitment of that Lender and its intention to procure the repayment of that Lender's participation in the Utilisations; or
 - (b) (if such circumstances relate to a Lender) of replacement of that Lender and its intention to procure the repayment of that Lender's participation in the Utilisations.
- 10.5.2** On receipt of a notice referred to in Clause 10.5.1 in relation to a Lender, the Available Commitment of that Lender shall immediately be reduced to zero.
- 10.5.3** On the last day of each Interest Period which ends after the Borrower Security Group Agent has given notice under Clause 10.5.1 in relation to a Lender (or, if earlier, the date specified by the Borrower Security Group Agent in that notice), each Borrower to which a Loan or Overdraft Outstanding is outstanding shall repay that Lender's participation in that Loan or Overdraft Outstanding together with all interest and other amounts accrued under the Initial ACF Finance Documents.

10.6 Right of cancellation in relation to a Defaulting Lender

- 10.6.1** If any Lender becomes a Defaulting Lender, the Borrower Security Group Agent may, at any time while the Lender continues to be a Defaulting Lender, give the

Initial ACF Agent five Business Days' notice of cancellation of each Available Commitment of that Lender.

10.6.2 On the notice referred to in Clause 10.6.1 becoming effective, each Available Commitment of the Defaulting Lender shall immediately be reduced to zero.

10.6.3 The Initial ACF Agent shall, as soon as practicable after receipt of a notice referred to in Clause 10.6.1, notify all the Lenders.

10.7 Change of Control

Upon the occurrence of

10.7.1 a Change of Control; or

10.7.2 the disposal of all or substantially all of the assets of the Borrower Security Group whether in a single transaction or a series of related transactions,

in each case, where such Change of Control or disposal occurs on or prior to the date falling five years after the Closing Date:

- (i) the Borrower Security Group Agent shall promptly notify the Initial ACF Agent upon becoming aware of that event and the Initial ACF Agent shall immediately thereafter notify the Lenders;
- (ii) each Lender shall have a period of 30 Business Days (the "**Change of Control Period**") from the date on which the Borrower Security Group Agent notifies the Initial ACF Agent in accordance with Clause 10.7(i) during which time the Lender may notify the Initial ACF Agent that it wishes to cancel its Term Loan Commitments, Capex Facility Commitments, WC Facility Commitments and/or Overdraft Facility Commitments and declare its participation in all outstanding Term Loans, Capex Facility Loans, WC Facility Loans and/or Overdraft Facility Commitments, together with accrued interest, and all other amounts accrued under the Initial ACF Finance Documents immediately due and payable, and the Initial ACF Agent shall immediately thereafter notify the Borrower Security Group Agent of each such notification by a Lender;
- (iii) during the Change of Control Period, a Lender shall not be obliged to fund a Term Loan, Capex Facility Loan or WC Facility Loan; and
- (iv) in respect of each Lender which notifies the Initial ACF Agent pursuant to Clause 10.7(ii), all outstanding Term Loans, Capex Facility Loan, WC Facility Loans and Overdraft Outstandings, together with accrued interest, and all other amounts accrued under the Initial ACF Finance Documents, will become immediately due and payable 20 Business Days after the end of the Change of Control Period.

10.8 Refinancings

The Borrowers must apply any Refinancing Proceeds in prepayment of Term Loans in accordance with Clause 10.9 (*Application of mandatory prepayments*) so as to reduce the aggregate outstanding Term Loan Commitments to an amount equal to no more than EUR 200,000,000.

10.9 Application of mandatory prepayments

- 10.9.1** A prepayment made under Clause 10.8 (*Refinancings*) shall be applied pro rata in prepayment of Term Loans and in payment of any termination payments payable under any Borrower Hedging Agreements as a result of partial termination (if any) of interest rate hedging in a notional amount up to the amount of the mandatory prepayment.
- 10.9.2** Subject to Clause 10.9.3, the Borrowers may elect that any prepayment under Clause 10.8 (*Refinancings*) be applied in prepayment of a Term Loan on the last day of the Interest Period relating to that Term Loan. If the Borrowers make that election, then a proportion of the Term Loan equal to the amount of the relevant prepayment will be due and payable on the last day of its Interest Period.
- 10.9.3** If the Borrowers have made an election under Clause 10.9.2 but an Event of Default has occurred and is continuing, that election shall no longer apply and a proportion of the Term Loan in respect of which the election was made equal to the amount of the relevant prepayment shall be immediately due and payable (unless the Majority Lenders otherwise agree in writing).

11 Restrictions

11.1 Notices of cancellation or prepayment

Any notice of cancellation, prepayment, authorisation or other election given by any Party under Clause 10 (*Illegality, Voluntary Prepayment and Cancellation*) shall (subject to the terms of that Clause) be irrevocable and, unless a contrary indication appears in this Agreement, any such notice 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.

11.2 Interest and other amounts

Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, subject to any Break Costs and associated hedge break costs, without premium or penalty.

11.3 No reborrowing of the Term Loan Facility

No Borrower may reborrow any part of any Term Loan Facility which is prepaid.

11.4 Reborrowing of Capex Facility, WC Facility and Overdraft Facility

Unless a contrary indication appears in this Agreement, any part of the Capex Facility, WC Facility or Overdraft Facility which is prepaid may be reborrowed in accordance with the terms of this Agreement.

11.5 Prepayment in accordance with Agreement

No Borrower shall repay or prepay all or any part of the Loans or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.

11.6 No reinstatement of Commitments

Subject to Clauses 2.2 (*Increase*) and 10.2.3, no amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.

11.7 Initial ACF Agent's receipt of notices

If the Initial ACF Agent receives a notice under Clause 10 (*Illegality, Voluntary Prepayment and Cancellation*), it shall promptly forward a copy of that notice or election to either the Borrower Security Group Agent or the affected Lender, as appropriate.

11.8 Effect of repayment and prepayment on Commitments

If all or part of a Loan under a Facility is repaid or prepaid and is not available for redrawing (other than by operation of Clause 4.2 (*Further conditions precedent*)), an amount of the Commitments (equal to the Base Currency Amount of the Loan which is repaid or prepaid) in respect of that Facility will be deemed to be cancelled on the date of repayment or prepayment. Any cancellation under this Clause 11.8 shall reduce the Commitments of the Lenders rateably under that Facility.

12 Interest

12.1 Calculation of interest

12.1.1 The rate of interest on each Loan for each Interest Period is the percentage rate per annum which is the aggregate of the applicable:

- (i) Margin; and
- (ii) LIBOR or, in relation to any Loan in Euro, EURIBOR, or in relation to any Loan in SEK, STIBOR, or in relation to any Loan in NOK, NIBOR,

and, if that aggregate rate is less than zero, the rate of interest shall be deemed to be zero.

12.1.2 The rate of interest on the Overdraft Outstandings is the percentage rate per annum calculated in accordance with the Standard Form Overdraft Facility.

12.2 Payment of interest

12.2.1 The Borrower to which a Loan has been made shall pay accrued interest on each Loan on the last day of each Interest Period of that Loan (and, if the Interest Period is longer than six months, on the dates falling at six-monthly intervals after the first day of the Interest Period of that Loan).

12.2.2 The Company shall pay accrued interest on Overdraft Outstandings on each Overdraft Interest Payment Date and on the Termination Date.

12.3 Default interest

12.3.1 If a Borrower fails to pay any amount payable by it under an Initial ACF 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, subject to Clause 12.3.2, is 1.00 per cent. per annum 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 Initial ACF Agent (acting reasonably). Any interest accruing under this Clause 12.3 shall be immediately payable by such Borrower on demand by the Initial ACF Agent.

12.3.2 If any overdue amount consists of all or part of a Loan which became due on a day which was not the last day of an Interest Period relating to that Loan:

- (i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and
- (ii) the rate of interest applying to the overdue amount during that first Interest Period shall be 1.00 per cent. per annum higher than the rate which would have applied if the overdue amount had not become due.

12.3.3 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.

12.4 Notification of rates of interest

12.4.1 The Initial ACF Agent shall promptly notify the relevant Lenders and the Borrower Security Group Agent of the determination of a rate of interest under this Agreement.

12.4.2 The Initial ACF Agent shall promptly notify the relevant Borrower (or the Company) of each Funding Rate relating to a Loan.

13 Interest Periods

13.1 Selection of Interest Periods and terms

13.1.1 A Borrower (or the Borrower Security Group Agent on its behalf) may select an Interest Period for a Loan in the Utilisation Request for that Loan or (if the Loan is a Term Loan and has already been borrowed) in a Selection Notice.

13.1.2 Each Selection Notice for a Term Loan is irrevocable and must be delivered to the Initial ACF Agent by a Borrower (or the Borrower Security Group Agent on its behalf) not later than the Specified Time.

13.1.3 If a Borrower (or the Borrower Security Group Agent on its behalf) fails to deliver a Selection Notice to the Initial ACF Agent in accordance with Clause 13.1.2, the relevant Interest Period will be three months.

13.1.4 Subject to this Clause 13, a Borrower (or the Borrower Security Group Agent on its behalf) may select an Interest Period for a Loan:

- (i) of one, two, three or six months;
- (ii) so as to ensure that the last day of such Interest Period ends on the date, or proposed date, of any payment under any Borrower Hedging Agreement or the IBLA; or
- (iii) any other period agreed between a Borrower (or the Borrower Security Group Agent on its behalf) and the Initial ACF Agent (acting on the instructions of the Majority Lenders in relation to the relevant Loan).

- 13.1.5 An Interest Period for a Loan shall not extend beyond the Termination Date.
- 13.1.6 Each Interest Period for a Term Loan shall start on the Utilisation Date or (if already made) on the last day of its preceding Interest Period.
- 13.1.7 A Capex Facility Loan and a WC Facility Loan has one Interest Period only.
- 13.1.8 Following an Event of Default, Interest Periods for each of the Facilities shall be the same.

13.2 Non-Business Days

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). In the event the final date of an Interest Period has been modified in accordance with this Clause 13, the final date of any subsequent Interest Period which has been selected by a Borrower (or the Borrower Security Group Agent on its behalf) in accordance with Clause 13.1 (*Selection of Interest Periods and terms*) shall correspond to the calendar date that would have been applicable if no such modification had occurred.

13.3 Consolidation and division of Term Loans

- 13.3.1 Subject to Clause 13.3.2, if two or more Interest Periods relate to Term Loans and end on the same date, those Term Loans will, unless that Borrower (or the Borrower Security Group Agent on its behalf) specifies to the contrary in the Selection Notice relating to those Loans for the next Interest Period, be consolidated into, and treated as, a single Term Loan on the last day of the Interest Period.
- 13.3.2 Subject to Clause 4.3 (*Maximum number of Loans*), if a Borrower (or the Borrower Security Group Agent on its behalf) requests in a Selection Notice that a Term Loan be divided into two or more Term Loans, that Term Loan will, on the last day of its Interest Period, be so divided with Base Currency Amounts specified in that Selection Notice, having an aggregate Base Currency Amount equal to the Base Currency Amount of the Term Loan immediately before its division.

14 Changes to the Calculation of Interest

14.1 Unavailability of Screen Rate

- 14.1.1 If no Screen Rate is available for EURIBOR, LIBOR, STIBOR or NIBOR (as applicable) for the Interest Period of a Loan, the applicable EURIBOR, LIBOR, STIBOR or NIBOR shall be the Interpolated Screen Rate for a period equal in length to the Interest Period of that Loan.
- 14.1.2 If no Screen Rate is available for EURIBOR, LIBOR, STIBOR or NIBOR (as applicable) for the Interest Period of a Loan and it is not possible to calculate the Interpolated Screen Rate, the applicable EURIBOR, LIBOR, STIBOR or NIBOR shall be the Base Reference Bank Rate as at the Specified Time and for a period equal in length to the Interest Period of that Loan.
- 14.1.3 If Clause 14.1.2 applies but no Base Reference Bank Rate is available for the relevant currency or the relevant Interest Period there shall be no EURIBOR,

LIBOR, STIBOR or NIBOR (as applicable) for that Loan and Clause 14.4 (*Cost of funds*) shall apply to that Loan for that Interest Period.

14.2 Calculation of Base Reference Bank Rate

14.2.1 Subject to Clause 14.2.2, if EURIBOR, LIBOR, STIBOR or NIBOR is to be determined on the basis of a Base Reference Bank Rate but a Base Reference Bank does not supply a quotation by the Specified Time, the Base Reference Bank Rate shall be calculated on the basis of the quotations of the remaining Base Reference Banks.

14.2.2 If at or about the Specified Time none or only one of the Base Reference Banks supplies a quotation, there shall be no Base Reference Bank Rate for the relevant Interest Period.

14.3 Market disruption

If before close of business in London on the Quotation Day for the relevant Interest Period the Initial ACF Agent receives notifications from a Lender or Lenders (whose participations in a Loan exceed 35 per cent. of that Loan) that the cost to it of funding its participation in that Loan from whatever source it may reasonably select would be in excess of EURIBOR, LIBOR, STIBOR or NIBOR (as applicable), then Clause 14.4 (*Cost of funds*) shall apply to that Loan for the relevant Interest Period.

14.4 Cost of funds

14.4.1 If this Clause 14.4 applies, the rate of interest on the relevant Loan for the relevant Interest Period shall be the percentage rate per annum which is the sum of:

- (i) the Margin; and
- (ii) the weighted average of the rates notified to the Initial ACF Agent by each Lender as soon as practicable and in any event within three Business Days of the first day of that Interest Period (or, if earlier, on the date falling three Business Days before the date on which interest is due to be paid in respect of that Interest Period), to be that which expresses as a percentage rate per annum the cost to the relevant Lender of funding its participation in that Loan from whatever source it may reasonably select.

14.4.2 If this Clause 14.4 applies and the Initial ACF Agent or the Borrower Security Group Agent so requires, the Initial ACF Agent and the Borrower Security Group Agent shall enter into negotiations (for a period of not more than 30 days) with a view to agreeing a substitute basis for determining the rate of interest.

14.4.3 Any alternative basis agreed pursuant to Clause 14.4.2 shall, with the prior consent of all the Lenders and the Company, be binding on all Parties.

14.4.4 If this Clause 14.4 applies pursuant to Clause 14.3 (*Market disruption*) and:

- (i) a Lender's Funding Rate is less than EURIBOR, LIBOR, STIBOR or NIBOR (as applicable); or
- (ii) a Lender does not supply a quotation by the time specified in Clause 14.4.1(ii),

the cost to that Lender of funding its participation in that Loan for that Interest Period shall be deemed, for the purposes of Clause 14.4.1, to be EURIBOR, LIBOR, STIBOR or NIBOR (as applicable).

- 14.4.5** If this Clause 14.4 applies pursuant to Clause 14.1 (*Unavailability of Screen Rate*) but any Lender does not supply a quotation by the time specified in Clause 14.4.1(ii), the rate of interest shall be calculated on the basis of the quotations of the remaining Lenders.

14.5 Notification of changes to Interest Rates

The Initial ACF Agent shall promptly notify the Borrowers and the Lenders of any change in the interest rate to the Facilities occasioned by the operation of this Clause 14.

14.6 Break Costs

- 14.6.1** Each Borrower shall, within three Business Days of demand by an Initial ACF Finance Party, pay to that Initial ACF Finance Party its Break Costs attributable to all or any part of a Loan, Overdraft Outstanding or Unpaid Sum being paid by that Borrower on a day other than the last day of an Interest Period for that Loan, Overdraft Outstanding or Unpaid Sum.
- 14.6.2** Each Lender shall, as soon as reasonably practicable after a demand by the Initial ACF Agent, provide a certificate confirming the amount of its Break Costs for any Interest Period in which they accrue.

15 Fees

15.1 Upfront fee

The Borrower Security Group Agent shall pay (or procure payment) to the Initial ACF Agent (for the account of each Lender) an upfront fee in the amount and times agreed in a Fee Letter.

15.2 Commitment Fee

- 15.2.1** The Borrower Security Group Agent shall pay (or procure payment) to the Initial ACF Agent (for the account of each Lender) a fee (the "**Commitment Fee**") computed at the rate of 35 per cent. of the applicable Margin on that Lender's Available Commitment under each Facility (other than the Overdraft Facility) for the period from (and including) the date of this Agreement to the last day of the Availability Period applicable to that Facility.
- 15.2.2** The accrued Commitment Fee is payable on the last day of each successive period of three months which end during the relevant Availability Period, on the last day of the relevant Availability Period and on the cancelled amount of the relevant Lender's Commitment at the time the cancellation is effective.
- 15.2.3** No Commitment Fee is payable:
- (i) to the Initial ACF Agent (for the account of each Lender) if the Closing Date does not occur; and

- (ii) to the Initial ACF Agent (for the account of each Lender) on any Available Commitment of that Lender for any day on which that Lender is a Defaulting Lender.

15.2.4 The Borrower Security Group Agent shall pay (or procure payment of) to each Overdraft Facility Lender such fees and charges in the amount set out in the Standard Form Overdraft Facility.

15.3 Agency fee

The Borrower Security Group Agent shall pay (or procure payment of) to the Initial ACF Agent (for its own account) an agency fee in the amount and at the times agreed in a Fee Letter.

15.4 Interest, commission and fees on Ancillary Facilities

The rate and time of payment of interest, commission, fees and any other remuneration in respect of each Ancillary Facility shall be determined by agreement between the relevant Ancillary Lender and the Borrower of that Ancillary Facility based upon normal market rates and terms.

16 Tax Gross-up and Indemnities

16.1 Tax gross-up

16.1.1 Each Obligor shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law.

16.1.2 The Borrower Security Group Agent shall promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Initial ACF Agent accordingly. Similarly, a Lender shall notify the Initial ACF Agent on becoming so aware in respect of a payment payable to that Lender. If the Initial ACF Agent receives such notification, it shall notify the affected Parties promptly.

16.1.3 If a Tax Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor 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.

16.1.4 If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

16.1.5 Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction or the Borrower Security Group Agent shall deliver to the Initial ACF Agent for the Initial ACF Finance Party entitled to the payment evidence reasonably satisfactory to that Initial ACF Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

16.1.6 A Treaty Lender and each Obligor which makes a payment to which that Treaty Lender is entitled shall co-operate and use reasonable endeavours to complete any procedural formalities necessary for that Obligor to obtain authorisation to make that payment without a Tax Deduction.

16.2 Tax indemnity

16.2.1 The Borrower Security Group Agent shall (within three Business Days of demand by the Initial ACF Agent) pay (or procure payment) 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 an Initial ACF Finance Document.

16.2.2 Clause 16.2.1 shall not apply:

- (i) with respect to any Tax assessed on an Initial ACF Finance Party:
 - (a) under the law of the jurisdiction in which that Initial ACF Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Initial ACF Finance Party is treated as resident for tax purposes;
 - (b) under the law of the jurisdiction in which that Initial ACF Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction; or
 - (c) under the laws of the jurisdiction in which that Initial ACF Finance Party is considered to have a permanent establishment for corporate income tax purposes to the extent that the Loan or Drawing is attributable to the activities of that permanent establishment,

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 Initial ACF Finance Party; or
- (ii) to the extent a loss, liability or cost:
 - (a) is or will be compensated for by a payment or an increased payment under Clause 16.1 (*Tax gross-up*); or
 - (b) relates to a FATCA Deduction required to be made by a Party; or
- (iii) with respect to any Tax that arises from fraud, gross negligence or wilful misconduct of an Initial ACF Finance Party.

16.2.3 A Protected Party making, or intending to make, a claim under Clause 16.2.1 shall promptly notify the Initial ACF Agent of the event which will give, or has given, rise to the claim, following which the Initial ACF Agent shall notify the Borrower Security Group Agent.

16.2.4 A Protected Party shall, on receiving a payment from an Obligor under this Clause 16.2, notify the Initial ACF Agent.

16.3 Tax Credit

16.3.1 If an Obligor makes a Tax Payment and the relevant Initial ACF Finance Party determines that:

- (i) 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
- (ii) that Initial ACF Finance Party has obtained and utilised that Tax Credit,

the Initial ACF Finance Party shall pay an amount to the Obligor which that Initial ACF 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 by the Obligor.

- 16.3.2** Without limiting Clause 25 (*Conduct of Business by the Initial ACF Finance Parties*), an Initial ACF Finance Party will use reasonable endeavours to obtain a Tax Credit to which it determines it is entitled in connection with a Tax Payment by an Obligor.

16.4 Transfer Taxes

The Borrower Security Group Agent shall indemnify against and, within three Business Days of demand, pay (or procure payment to) each Initial ACF Finance Party of the amount of any cost, loss or liability that an Initial ACF Finance Party incurs in relation to all transfer taxes, registration and other similar Taxes payable in respect of any Initial ACF Finance Document (other than a Transfer Certificate or Assignment Agreement except where such assignment or transfer is made as a result of Clause 19 (*Mitigation by the Lenders*)).

16.5 Value added tax

The provisions of clause 13 (*VAT*) of the Common Terms Agreement shall apply to this Agreement, where applicable, and shall be binding on the Parties to this Agreement as if set out in full in this Agreement. If a provision of this Agreement relating to VAT is inconsistent with the provisions of clause 13 (*VAT*) of the Common Terms Agreement, the provision of clause 13 (*VAT*) of the Common Terms Agreement shall prevail.

16.6 FATCA information

- 16.6.1** Subject to Clause 16.6.3, each Party shall, within 10 Business Days of a reasonable request by another Party:

- (i) confirm to that other Party whether it is:
 - (a) a FATCA Exempt Party; or
 - (b) not a FATCA Exempt Party;
- (ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and
- (iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.

- 16.6.2** If a Party confirms to another Party pursuant to Clause 16.6.1(i) 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.

- 16.6.3** Clause 16.6.1 shall not oblige any Party to do anything (a) to the extent that any such form, documentation or other information (or the information required to be provided on such form or documentation) is not reasonably available to such Party,

using reasonable efforts, or (b) 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.

16.6.4 If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with Clause 16.6.1(i) or Clause 16.6.1(ii) (including where Clause 16.6.3 applies), then such Party shall be treated for the purposes of the Initial ACF Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

16.7 FATCA Deduction

16.7.1 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.

16.7.2 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 Company and the Initial ACF Agent and the Initial ACF Agent shall notify the other Finance Parties.

17 Increased Costs

17.1 Increased Costs

17.1.1 Subject to Clause 17.3 (*Exceptions*), the Borrower Security Group Agent shall, within three Business Days of a demand by the Initial ACF Agent, pay (or procure payment) for the account of an Initial ACF Finance Party the amount of any Increased Costs incurred by that Initial ACF Finance Party or any Affiliate of that Initial ACF Finance Party as a result of:

- (i) the introduction of any change in (or in the interpretation, administration or application of) any law or regulation;
- (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 which implements or applies Basel III or CRD IV (but not Basel II) (whether such implementation, application or compliance is by a government, a regulator or an Initial ACF Finance Party or any of its Affiliates and, in the case of the latter, acting reasonably).

17.1.2 In this Agreement, "**Increased Costs**" means:

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

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

17.2 Increased Cost claims

17.2.1 An Initial ACF Finance Party intending to make a claim pursuant to Clause 17.1 (*Increased Costs*) shall, promptly on becoming aware of the same, notify the Initial ACF Agent of the event giving rise to the claim, following which the Initial ACF Agent shall promptly notify the Borrower Security Group Agent.

17.2.2 Each Initial ACF Finance Party shall, as soon as practicable after a demand by the Initial ACF Agent or Borrower Security Group Agent, provide a certificate confirming the amount of its Increased Costs.

17.3 Exceptions

17.3.1 Clause 17.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

- (i) attributable to a Tax Deduction required by law to be made by an Obligor;
- (ii) attributable to a FATCA Deduction required to be made by a Party;
- (iii) compensated for by Clause 16.2 (*Tax indemnity*) (or would have been compensated for under Clause 16.2 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in Clause 16.2.2 applied);
- (iv) attributable to the implementation or application of, or compliance with, Basel II or any other law or regulation which implements Basel II (whether such implementation, application or compliance is by a government, regulator, Initial ACF Finance Party or any of its Affiliates); or
- (v) attributable to the wilful breach by the relevant Initial ACF Finance Party or its Affiliates with any applicable law or regulation.

18 Other Indemnities and Representation

18.1 Indemnity to the Initial ACF Agent

The Borrower Security Group Agent shall promptly indemnify the Initial ACF Agent against:

18.1.1 any cost, loss or liability incurred by the Initial ACF Agent (acting reasonably) as a result of:

- (i) investigating any event which it reasonably believes is a Default; or

- (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; and

18.1.2 any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by the Initial ACF Agent (otherwise than by reason of the Initial ACF Agent's gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to Clause 28.6 (*Disruption to payment systems, etc.*), notwithstanding the Initial ACF Agent's negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Initial ACF Agent) in acting as Initial ACF Agent under the Initial ACF Finance Documents.

18.2 Currency indemnity

18.2.1 If any sum due from an Obligor under the Initial ACF 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 that Obligor; or
- (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Obligor shall, as an independent obligation, within three Business Days of demand, indemnify each Initial ACF 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.

18.2.2 Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Initial ACF Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

18.3 Other indemnities

The Company shall (or shall procure that any other Obligor will), within three Business Days of demand, indemnify each Initial ACF Finance Party against any cost, loss or liability incurred by it as a result of:

- 18.3.1** the occurrence of any Event of Default;
- 18.3.2** a failure by an Obligor to pay any amount due under an Initial ACF Finance Document on its due date, including, without limitation, any cost, loss or liability arising as a result of Clause 26 (*Sharing among the Initial ACF Finance Parties*);
- 18.3.3** funding, or making arrangements to fund, its participation in: (i) a Loan requested by a Borrower in a Utilisation Request; or (ii) any Drawing 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 Initial ACF Finance Party alone); or

18.3.4 a Loan or any Overdraft Outstandings (or part thereof) not being prepaid in accordance with a notice of prepayment given by a Borrower or the Borrower Security Group Agent on its behalf.

18.4 No double recovery

Notwithstanding the indemnities set forth in Clauses 18.2 (*Currency indemnity*) and 18.3 (*Other indemnities*), in the event the Initial ACF Finance Parties have recovered amounts from the Obligors under similar indemnities in the Borrower Common Finance Documents, the Initial ACF Finance Parties shall not recover from the Obligors under this Agreement.

19 Mitigation by the Lenders

19.1 Mitigation

19.1.1 Each Initial ACF Finance Party shall, in consultation with the Borrower Security Group Agent, take all reasonable steps to mitigate or remove any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 10.1 (*Illegality*), 16 (*Tax Gross-up and Indemnities*) or 17 (*Increased Costs*) including (but not limited to) transferring its rights and obligations under the Initial ACF Finance Documents to another Affiliate or Facility Office.

19.1.2 Clause 19.1.1 does not in any way limit the obligations of any Obligor under the Initial ACF Finance Documents.

19.2 Limitation of liability

19.2.1 The Borrower Security Group Agent shall promptly indemnify each Initial ACF Finance Party for the amount of all costs and expenses reasonably incurred by that Initial ACF Finance Party as a result of steps taken by it under Clause 19.1 (*Mitigation*).

19.2.2 An Initial ACF Finance Party is not obliged to take any steps under Clause 19.1 (*Mitigation*) if, in the opinion of that Initial ACF Finance Party (acting reasonably), to do so might be prejudicial to it.

20 Costs and Expenses

20.1 Transaction expenses

The Borrower Security Group Agent shall promptly on demand pay (or procure payment) to the Initial ACF Agent the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with the negotiation, preparation, printing, execution and perfection of:

20.1.1 this Agreement and any other documents referred to in this Agreement and the Borrower Security Documents; and

20.1.2 any other Initial ACF Finance Documents executed after the date of this Agreement.

20.2 Amendment costs

If: (i) the Borrower Security Group Agent requests an amendment, waiver or consent; or (ii) an amendment is required pursuant to Clause 28.5 (*Change of currency*), the Borrower Security Group Agent shall, within three Business Days of demand, reimburse (or procure reimbursement of) the Initial ACF Agent for the amount of all costs and expenses (including legal fees) reasonably incurred by the Initial ACF Agent in responding to, evaluating, negotiating or complying with that request or requirement.

21 Changes to the Lenders

21.1 Assignments and transfers by the Lenders

Subject to this Clause 21 and to Clause 22 (*Restriction on Debt Purchase Transactions*), a Lender (the “**Existing Lender**”) may:

21.1.1 assign any of its rights; or

21.1.2 transfer by novation any of its rights and obligations,

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

21.2 Conditions of assignment or transfer

21.2.1 Subject to Clauses 21.2.2 and 21.2.4, an Existing Lender must obtain the prior written consent of the Borrower Security Group Agent before it may make an assignment, transfer or sub-participation in accordance with Clause 21.1 (*Assignments and transfers by the Lenders*) in respect of a Loan or Overdraft Outstanding, unless, in each case, the assignment or transfer is made:

- (i) at a time when an Event of Default has occurred and is continuing;
- (ii) to another Lender or an Affiliate of Lender; or
- (iii) if the New Lender is a fund which is a Related Fund to the Existing Lender.

21.2.2 Subject to Clause 21.2.3, the consent of the Borrower Security Group Agent to an assignment, transfer or sub-participation must not be unreasonably withheld or delayed. The Borrower Security Group Agent will be deemed to have given its consent 10 Business Days after the Lender has requested it unless consent is expressly refused by the Borrower Security Group Agent within that time.

21.2.3 Unless the assignment or transfer is made at a time when an Event of Default is continuing, an Existing Lender must first obtain consent of the Borrower Security Group Agent (at least 10 Business Days prior to any assignment or transfer in accordance with Clause 21.1 (*Assignments and transfers by the Lenders*)) where the proposed transferee is a hedge fund, vulture fund or infrastructure fund (other than an infrastructure fund whose primary purpose is the purchase of debt and not equity) and the requirement of the Borrower Security Group Agent not to unreasonably withhold or delay consent pursuant to Clause 21.2.2 shall not apply to any consent of the Borrower Security Group Agent requested under this Clause 21.2.3.

- 21.2.4** An Existing Lender may not make an assignment or transfer in accordance with Clause 21.1 (*Assignments and transfers by the Lenders*) on or prior to the Closing Date without the prior consent of the Borrower Security Group Agent.
- 21.2.5** Each New Lender must enter into a Confidentiality Undertaking prior to entering into any assignment or transfer pursuant to this Clause 21.
- 21.2.6** An assignment will only be effective on:
- (i) receipt by the Initial ACF Agent (whether in the Assignment Agreement or otherwise) of written confirmation from the New Lender (in form and substance satisfactory to the Initial ACF Agent) that the New Lender will assume the same obligations to the other Initial ACF Finance Parties as it would have been under if it was an Original Initial ACF Lender;
 - (ii) the New Lender entering into the documentation required for it to accede as a party to the Borrower STID; and
 - (iii) the performance by the Initial ACF 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 Initial ACF Agent shall promptly notify to the Existing Lender and the New Lender.
- 21.2.7** A transfer will only be effective if the New Lender enters into the documentation required for it to accede as a party to the Borrower STID and if the procedure set out in Clause 21.5 (*Procedure for transfer*) is complied with.
- 21.2.8** If:
- (i) a Lender assigns or transfers any of its rights or obligations under the Initial ACF Finance Documents or changes its Facility Office; and
 - (ii) as a result of circumstances existing at the date the assignment, transfer or change occurs, an Obligor would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under Clause 16 (*Tax Gross-up and Indemnities*) or 17 (*Increased Costs*),
- then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under the relevant Clause 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.
- 21.2.9** Each New Lender, by executing the relevant Transfer Certificate or Assignment Agreement, confirms, for the avoidance of doubt, that the Initial ACF 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.

21.3 Assignment or transfer fee

Unless the Initial ACF Agent otherwise agrees and excluding an assignment or transfer: (i) to an Affiliate of a Lender; (ii) to a Related Fund; or (iii) made in connection with primary syndication of the Facilities, the New Lender shall, on the date upon which an assignment

or transfer takes effect, pay to the Initial ACF Agent (for its own account) a fee of EUR 3,000.

21.4 Limitation of responsibility of Existing Lenders

21.4.1 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 Initial ACF Finance Documents or any other documents;
 - (ii) the financial condition of any Obligor;
 - (iii) the performance and observance by any Obligor of its obligations under the Initial ACF Finance Documents or any other documents; or
 - (iv) the accuracy of any statements (whether written or oral) made in or in connection with any Initial ACF Finance Document or any other document,
- and any representations or warranties implied by law are excluded.

21.4.2 Each New Lender confirms to the Existing Lender and the other Initial ACF Finance Parties that it:

- (i) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of each Obligor and its related entities in connection with its participation in this Agreement and has not relied exclusively on any information provided to it by the Existing Lender or any other Initial ACF Finance Party in connection with any Initial ACF Finance Document; and
- (ii) will continue to make its own independent appraisal of the creditworthiness of each Obligor and its related entities while any amount is or may be outstanding under the Initial ACF Finance Documents or any Commitment is in force.

21.4.3 Nothing in any Initial ACF 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 21; or
- (ii) support any losses, directly or indirectly, incurred by the New Lender by reason of the non-performance by any Obligor of its obligations under the Initial ACF Finance Documents or otherwise.

21.5 Procedure for transfer

21.5.1 Subject to the conditions set out in Clause 21.2 (*Conditions of assignment or transfer*), a transfer is effected in accordance with Clause 21.5.3 when the Initial ACF Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Lender and the New Lender. The Initial ACF Agent shall, subject to Clause 21.5.2, 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.

21.5.2 The Initial ACF 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 similar other checks under all applicable laws and regulations in relation to the transfer to such New Lender.

21.5.3 Subject to Clause 21.9 (*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 Initial ACF Finance Documents and in respect of the Borrower Security each of the Obligors and the Existing Lender shall be released from further obligations towards one another under the Initial ACF Finance Documents and in respect of the Borrower Security and their respective rights against one another under the Initial ACF Finance Documents and in respect of the Borrower Security shall be cancelled (being the “**Discharged Rights and Obligations**”);
- (ii) each of the Obligors 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 that Obligor and the New Lender have assumed and/or acquired the same in place of that Obligor and the Existing Lender;
- (iii) the Initial ACF Agent, the Initial ACF Arrangers, the New Lender, any relevant Ancillary Lender and the other Lenders shall acquire the same rights and assume the same obligations between themselves and in respect of the Borrower Security as they would have acquired and assumed had the New Lender been an Original Initial ACF Lender with the rights and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Initial ACF Agent, the Initial ACF Arrangers, the Borrower Security Trustee, any relevant Ancillary Lender and the Existing Lender shall each be released from further obligations to each other under the Initial ACF Finance Documents; and
- (iv) the New Lender shall become a Party as a Lender.

21.6 Procedure for assignment

21.6.1 Subject to the conditions set out in Clause 21.2 (*Conditions of assignment or transfer*), an assignment may be effected in accordance with Clause 21.6.3 when the Initial ACF Agent executes an otherwise duly completed Assignment Agreement delivered to it by the Existing Lender and the New Lender. The Initial ACF Agent shall, subject to Clause 21.6.2, 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.

21.6.2 The Initial ACF 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.

21.6.3 Subject to Clause 21.9 (*Pro rata interest settlement*), on the Transfer Date:

- (i) the Existing Lender will assign absolutely to the New Lender its rights under the Initial ACF Finance Documents and in respect of the Borrower Security expressed to be the subject of the assignment in the Assignment Agreement;
- (ii) the Existing Lender will be released from the obligations (the “**Relevant Obligations**”) expressed to be the subject of the release in the Assignment Agreement (and any corresponding obligations by which it is bound in respect of the Borrower Security); and
- (iii) the New Lender shall become a Party as a Lender and will be bound by obligations equivalent to the Relevant Obligations.

21.6.4 Lenders may utilise procedures other than those set out in this Clause 21.6 to assign their rights under the Initial ACF Finance Documents (but not without the consent of the relevant Obligor or unless in accordance with Clause 21.5 (*Procedure for transfer*) to obtain a release by that Obligor from the obligations owed to that Obligor by the Lenders nor the assumption of equivalent obligations by a New Lender), **provided that** they comply with the conditions set out in Clause 21.2 (*Conditions of assignment or transfer*).

21.7 Copy of Transfer Certificate, Assignment Agreement or Increase Confirmation to the Borrower Security Group Agent

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

21.8 Security over Lenders’ rights

In addition to the other rights provided to Lenders under this Clause 21, each Lender may, without consulting with or obtaining consent from any Obligor, 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 Initial ACF Finance Document to secure obligations of that Lender, including, without limitation:

21.8.1 any charge, assignment or other Security to secure obligations to a federal reserve or central bank; and

21.8.2 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 Initial ACF Finance Documents or substitute the beneficiary of the relevant charge, assignment or other security for the Lender as a party to any of the Initial ACF Finance Documents; or
- (ii) require any payments to be made by an Obligor or grant to any person any more extensive rights than those required to be made or granted to the relevant Lender under the Initial ACF Finance Documents.

21.9 Pro rata interest settlement

21.9.1 If the Initial ACF 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 21.5 (*Procedure for transfer*) or any assignment pursuant to Clause 21.6 (*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):

- (i) 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 (or, if the Interest Period is longer than six months, on the next of the dates which falls at six-monthly intervals after the first day of that Interest Period); and
- (ii) the rights assigned or transferred by the Existing Lender will not include the right to the Accrued Amounts so that:
 - (a) when the Accrued Amounts become payable, those Accrued Amounts will be payable for the account of the Existing Lender; and
 - (b) the amount payable to the New Lender on that date will be the amount which would, but for the application of this Clause 21.9, have been payable to it on that date, but after deduction of the Accrued Amounts.

21.9.2 In this Clause 21.9, references to “**Interest Period**” shall be construed to include a reference to any other period for accrual of fees.

22 Restriction on Debt Purchase Transactions

22.1 Prohibition on Debt Purchase Transactions

22.1.1 No Obligor shall and the Borrower Security Group Agent shall procure that no member of the Borrower Security Group will:

- (i) enter into any Debt Purchase Transaction other than in accordance with the other provisions of this Clause 22; or
- (ii) 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 paragraph (b) or (c) of the definition of “Debt Purchase Transaction”.

22.1.2 A Borrower may purchase by way of assignment, pursuant to Clause 21 (*Changes to the Lenders*), a participation in any Term Loan in respect of which it is the Borrower and any related Commitment where:

- (i) such purchase is made for a consideration of less than par;
- (ii) such purchase is made using one of the processes set out in Clauses 22.1.3 and 22.1.4;

- (iii) such purchase is made at a time when no Event of Default is continuing; and
- (iv) the consideration for such purchase is funded from: (a) cash otherwise available to make Restricted Payments; or (b) Additional Equity.

22.1.3 A Debt Purchase Transaction referred to in Clause 22.1.2 may be entered into pursuant to a solicitation process (a “**Solicitation Process**”) which is carried out as follows:

- (i) prior to 11.00 a.m. on a given Business Day (the “**Solicitation Day**”) the Borrower Security Group Agent or a financial institution acting on its behalf (the “**Purchase Agent**”) will approach at the same time each Lender which participates in the Term Loan Facility to enable them to offer to sell to the relevant Borrower(s) an amount of their participation in the Term Loan Facility. Any Lender wishing to make such an offer shall, by 11.00 a.m. on the second Business Day following such Solicitation Day, communicate to the Purchase Agent details of the amount of its participations it is offering to sell and the price at which it is offering to sell such participations. Any such offer shall be irrevocable until 11.00 a.m. on the third Business Day following such Solicitation Day and shall be capable of acceptance by the Borrower Security Group Agent on or before such time by communicating its acceptance in writing to the Purchase Agent or, if it is the Purchase Agent, the relevant Lenders. The Purchase Agent (if someone other than the Borrower Security Group Agent) will communicate to the relevant Lenders which offers have been accepted by 12 noon on the third Business Day following such Solicitation Day. In any event by 5.00 p.m. on the fourth Business Day following such Solicitation Day, the Borrower Security Group Agent shall notify the Initial ACF Agent of the amounts of the participations purchased through the relevant Solicitation Process and the average price paid for the purchase of participations in the Term Loan Facility. The Initial ACF Agent shall promptly disclose such information to the Lenders;
- (ii) any purchase of participations in the Term Loan Facility pursuant to a Solicitation Process shall be completed and settled on or before the fifth Business Day after the relevant Solicitation Day;
- (iii) in accepting any offers made pursuant to a Solicitation Process, the Borrower Security Group Agent shall be free to select which offers and in which amounts it accepts but on the basis that, in relation to a participation in the Term Loan Facility, it accepts offers in inverse order of the price offered (with the offer or offers at the lowest price being accepted first) and that, if in respect of participations in the Term Loan Facility it receives two or more offers at the same price, it shall only accept such offers on a pro rata basis.

22.1.4 A Debt Purchase Transaction referred to in Clause 22.1.2 may also be entered into pursuant to an open order process (an “**Open Order Process**”) which is carried out as follows:

- (i) the Borrower Security Group Agent (on behalf of the relevant Borrower(s)) may by itself or through another Purchase Agent place an open order (an “**Open Order**”) to purchase participations in the Term Loan Facility up to a

set aggregate amount at a set price by notifying at the same time all the Lenders participating in the Term Loan Facility of the same. Any Lender wishing to sell pursuant to an Open Order will, by 11.00 a.m. on any Business Day following the date on which the Open Order is placed but no earlier than the first Business Day, and no later than the fifth Business Day, following the date on which the Open Order is placed, communicate to the Purchase Agent details of the amount of its participations it is offering to sell. Any such offer to sell shall be irrevocable until 11.00 a.m. on the Business Day following the date of such offer from the Lender and shall be capable of acceptance by the Borrower Security Group Agent on behalf of the relevant Borrower on or before such time by it communicating such acceptance in writing to the relevant Lender;

- (ii) any purchase of participations in the Term Loan Facility pursuant to an Open Order Process shall be completed and settled by the relevant Borrower(s) on or before the fourth Business Day after the date of the relevant offer by a Lender to sell under the relevant Open Order;
- (iii) if in respect of participations in the Term Loan Facility the Purchase Agent receives on the same Business Day two or more offers at the set price such that the maximum amount of such Term Loan Facility to which an Open Order relates would be exceeded, the Borrower Security Group Agent shall only accept such offers on a pro rata basis;
- (iv) the Borrower Security Group Agent shall, by 5.00 p.m. on the sixth Business Day following the date on which an Open Order is placed, notify the Initial ACF Agent of the amounts of the participations purchased through such Open Order Process. The Initial ACF Agent shall promptly disclose such information to the Lenders.

22.1.5 For the avoidance of doubt, there is no limit on the number of occasions a Solicitation Process or an Open Order Process may be implemented.

22.1.6 In relation to any Debt Purchase Transaction entered into pursuant to this Clause 22.1, notwithstanding any other term of this Agreement or the other Initial ACF Finance Documents:

- (i) if the transferee is a Borrower, on completion of the relevant assignment pursuant to Clause 21 (*Changes to the Lenders*), the portions of the Term Loans to which it relates shall be extinguished;
- (ii) such Debt Purchase Transaction and the related extinguishment referred to in Clause 22.1.6(i) shall not constitute a prepayment of the Facilities;
- (iii) the Borrower which is the assignee shall be deemed to be an entity which fulfils the requirements of Clause 21.1 (*Assignments and transfers by the Lenders*) to be a New Lender;
- (iv) Clause 26 (*Sharing among the Initial ACF Finance Parties*) shall not be applicable to the consideration paid under such Debt Purchase Transaction; and
- (v) for the avoidance of doubt, any extinguishment of any part of the Term Loans shall not affect any amendment or waiver which prior to such

extinguishment had been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement.

22.2 Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates

22.2.1 For so long as a Sponsor Affiliate:

- (i) beneficially owns a Commitment; or
- (ii) has entered into a sub-participation agreement relating to a Commitment or other agreement or arrangement having a substantially similar economic effect and such agreement or arrangement has not been terminated,

in ascertaining:

- (a) the Majority Lenders (or, if appropriate, the Lenders, Majority Term Loan Lenders, Majority Capex Facility Lenders, Majority WC Lenders or Majority Overdraft Lenders); or
- (b) whether:
 - (I) any given percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments; or
 - (II) the agreement of any specified group of Lenders,

has been obtained to approve any request for a consent, waiver, amendment or other vote under the Borrower Finance Documents such Commitment shall be deemed to be zero and such Sponsor Affiliate or the person with whom it has entered into such sub-participation, other agreement or arrangement shall be deemed not to be a Lender for the purposes of Clauses 22.2.1(a) and 22.2.1(b) (unless in the case of a person not being a Sponsor Affiliate it is a Lender by virtue otherwise than by beneficially owning the relevant Commitment).

22.2.2 Each Lender shall, unless such Debt Purchase Transaction is an assignment or transfer, promptly notify the Initial ACF Agent in writing if it knowingly enters into a Debt Purchase Transaction with a Sponsor Affiliate (a “**Notifiable Debt Purchase Transaction**”), such notification to be substantially in the form set out in Part 1 (*Form of Notice on Entering into Notifiable Debt Purchase Transaction*) of Schedule 7 (*Forms of Notifiable Debt Purchase Transaction Notice*).

22.2.3 A Lender shall promptly notify the Initial ACF Agent if a Notifiable Debt Purchase Transaction to which it is a party:

- (i) is terminated; or
- (ii) ceases to be with a Sponsor Affiliate,

such notification to be substantially in the form set out in Part 2 (*Form of Notice on Termination of Notifiable Debt Purchase Transaction/Notifiable Debt Purchase Transaction Ceasing to be with Permitted Debt Purchase Party*) of Schedule 7 (*Forms of Notifiable Debt Purchase Transaction Notice*).

22.2.4 Each Sponsor Affiliate that is a Lender agrees that:

- (i) in relation to any meeting or conference call to which all the Lenders are invited to attend or participate, it shall not attend or participate in the same if so requested by the Initial ACF Agent or, unless the Initial ACF Agent otherwise agrees, be entitled to receive the agenda or any minutes of the same; and
- (ii) in its capacity as Lender, unless the Initial ACF Agent otherwise agrees, it shall not be entitled to receive any report or other document prepared at the behest of, or on the instructions of, the Initial ACF Agent or one or more of the Lenders.

22.3 Sponsor Affiliates' notification to other Lenders of Debt Purchase Transactions

Any Sponsor Affiliate which is or becomes a Lender and which enters into a Debt Purchase Transaction as a purchaser or a participant shall, by 5.00 pm on the Business Day following the day on which it entered into that Debt Purchase Transaction, notify the Initial ACF Agent of the extent of the Commitment(s) or amount outstanding to which that Debt Purchase Transaction relates. The Initial ACF Agent shall promptly disclose such information to the Lenders.

23 Changes to the Borrowers

23.1 Assignment and transfers by the Borrowers

The Borrowers may not assign any of their rights or transfer any of their rights or obligations under the Initial ACF Finance Documents other than in connection with the granting of Security under the Borrower Security Documents.

23.2 Additional Borrowers

23.2.1 Subject to compliance with the provisions of paragraph 9 of part 2 of schedule 2 (*Borrower Security Group Covenants*) to the Common Terms Agreement, the Borrower Security Group Agent may request that any of its wholly owned Subsidiaries becomes a Borrower. That Subsidiary shall become a Borrower if:

- (i) it is incorporated in the same jurisdiction as an existing Borrower and the Majority Lenders approve the addition of that Subsidiary or otherwise if all the Lenders approve the addition of that Subsidiary;
- (ii) the Borrower Security Group Agent and that Subsidiary deliver to the Initial ACF Agent a duly completed and executed Accession Memorandum;
- (iii) that Subsidiary is (or becomes) a Guarantor on such date or prior to becoming a Borrower;
- (iv) the Borrower Security Group Agent confirms that no Default is continuing or would occur as a result of that Subsidiary becoming an Additional Borrower; and
- (v) the Initial ACF Agent has received all of the documents and other evidence listed in Accession Memorandum in relation to that Additional Borrower, each in form and substance satisfactory to the Initial ACF Agent.

23.2.2 The Initial ACF Agent shall notify the Borrower Security Group Agent and the Lenders promptly upon being satisfied that it has received (in form and substance

satisfactory to it) all the documents and other evidence listed in the Accession Memorandum.

23.2.3 Upon becoming an Additional Borrower, that Subsidiary shall make any filings (and provide copies of such filings) as required by Clause 16.1 (*Tax gross-up*).

23.3 Resignation of a Borrower

23.3.1 In this Clause 23.3, “**Third Party Disposal**” means the disposal of an Obligor to a person which is not a member of the Borrower Security Group where that disposal is a Permitted Disposal.

23.3.2 If a Borrower is the subject of a Third Party Disposal, the Borrower Security Group Agent may request that such Borrower (other than the Company, Caruna Oy and Caruna Espoo) ceases to be a Borrower by delivering to the Initial ACF Agent a Resignation Letter.

23.3.3 The Initial ACF Agent shall accept a Resignation Letter and notify the Borrower Security Group Agent and the other Finance Parties of its acceptance if:

- (i) no Default is continuing or would result from the acceptance of the Resignation Letter; and
- (ii) the relevant Borrower is under no actual or contingent obligations as a Borrower or Guarantor under any Borrower Finance Documents.

23.3.4 Upon notification by the Initial ACF Agent to the Borrower Security Group Agent of its acceptance of the resignation of a Borrower, that company shall cease to be a Borrower and shall have no further rights or obligations under the Borrower Finance Documents as an Obligor except that the resignation shall not take effect (and the Borrower will continue to have rights and obligations under the Borrower Finance Documents) until the date on which the Third Party Disposal takes effect.

24 Role of the Initial ACF Agent, the Initial ACF Arrangers and Others

24.1 Appointment of the Initial ACF Agent

24.1.1 Each Lender appoints the Initial ACF Agent to act as its agent under and in connection with the Initial ACF Finance Documents.

24.1.2 Each Lender authorises the Initial ACF Agent to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Initial ACF Agent under or in connection with the Initial ACF Finance Documents together with any other incidental rights, powers, authorities and discretions.

24.2 Instructions

24.2.1 The Initial ACF Agent shall:

- (i) unless a contrary indication appears in an Initial ACF Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Initial ACF Agent in accordance with any instructions given to it by:

- (a) all Lenders if the relevant Initial ACF Finance Document stipulates the matter is an all Lender decision;
 - (b) the Majority Term Loan Lenders if the relevant Initial ACF Finance Document stipulates the matter is a Majority Term Loan Lender decision;
 - (c) the Majority Capex Facility Lenders if the relevant Initial ACF Finance Document stipulates the matter is a Majority Capex Facility Lender decision;
 - (d) the Majority WC Lenders if the relevant Initial ACF Finance Document stipulates the matter is a Majority WC Lender decision;
 - (e) the Majority Overdraft Lenders if the relevant Initial ACF Finance Document stipulates the matter is a Majority Overdraft Lender decision;
 - (f) the Super Majority Lenders if the relevant Initial ACF Finance Document stipulates the matter is a Super Majority Lender decision; and
 - (g) 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 Clause 24.2.1(i).

24.2.2 The Initial ACF Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders (or, if the relevant Initial ACF Finance Document stipulates the matter is a decision for any other Lender or group of Lenders, from that Lender or group of Lenders) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion, and the Initial ACF Agent may refrain from acting unless and until it receives any such instructions or clarification that it has requested.

24.2.3 Save in the case of decisions stipulated to be a matter for any other Lender or group of Lenders under the relevant Initial ACF Finance Document and unless a contrary indication appears in an Initial ACF Finance Document, any instructions given to the Initial ACF Agent by the Majority Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Initial ACF Finance Parties and the Initial ACF Agent.

24.2.4 The Initial ACF Agent may refrain from acting in accordance with any instructions of any Lender or group of Lenders 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 Initial ACF Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.

24.2.5 In the absence of instructions, the Initial ACF Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.

24.2.6 The Initial ACF Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Initial ACF Finance Document. This Clause 24.2.6 shall not apply to any legal

or arbitration proceeding relating to the perfection, preservation or protection of rights under the Borrower Security Documents or enforcement of the Borrower Security or Borrower Security Documents.

24.3 Duties of the Initial ACF Agent

- 24.3.1** Subject to Clause 24.3.2, the Initial ACF Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Initial ACF Agent for that Party by any other Party.
- 24.3.2** Without prejudice to Clause 21.7 (*Copy of Transfer Certificate, Assignment Agreement or Increase Confirmation to the Borrower Security Group Agent*), Clause 24.3.1 shall not apply to any Transfer Certificate, Assignment Agreement or Increase Confirmation.
- 24.3.3** Except where an Initial ACF Finance Document specifically provides otherwise, the Initial ACF Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.
- 24.3.4** If the Initial ACF Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Initial ACF Finance Parties.
- 24.3.5** If the Initial ACF Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to an Initial ACF Finance Party (other than the Initial ACF Agent or the Initial ACF Arrangers) under this Agreement, it shall promptly notify the other Initial ACF Finance Parties.
- 24.3.6** The Initial ACF Agent's duties under the Initial ACF Finance Documents are solely mechanical and administrative in nature.
- 24.3.7** The Initial ACF Agent shall have only those duties, obligations and responsibilities expressly specified in the Borrower Finance Documents to which it is expressed to be a party (and no others shall be implied).

24.4 Role of the Initial ACF Arrangers

Except as specifically provided in the Initial ACF Finance Documents, the Initial ACF Arrangers have no obligations of any kind to any other Party under or in connection with any Initial ACF Finance Document.

24.5 No fiduciary duties

- 24.5.1** Nothing in the Initial ACF Finance Documents constitutes the Initial ACF Agent and/or the Initial ACF Arrangers as a trustee or fiduciary of any other person.
- 24.5.2** None of the Initial ACF Agent or the Initial ACF Arrangers or any Ancillary Lender 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 Security Group

The Initial ACF Agent, each Ancillary Lender and the Initial ACF Arrangers may accept deposits from, lend money to and generally engage in any kind of banking or other business with any member of the Borrower Security Group.

24.7 Rights and discretions

24.7.1 The Initial ACF Agent may:

- (i) rely on any representation, communication, notice or document (including, without limitation, any notice given by a Lender pursuant to Clauses 22.2.2 and 22.2.3) believed by it to be genuine, correct and appropriately authorised;
- (ii) assume that:
 - (a) any instructions received by it from the Majority Lenders, any Lenders or any group of Lenders are duly given in accordance with the terms of the Initial ACF 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 Clause 24.7.1(iii)(a), may assume the truth and accuracy of that certificate.

24.7.2 The Initial ACF 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 it has actual knowledge of a Default arising pursuant to paragraph 1 of schedule 4 (*Events of Default*) to the Common Terms Agreement);
- (ii) any right, power, authority or discretion vested in any Party or any group of Lenders has not been exercised;
- (iii) any notice or request made by the Borrower Security Group Agent (other than a Utilisation Request or Selection Notice) is made on behalf of and with the consent and knowledge of all the Obligor; and
- (iv) no Notifiable Debt Purchase Transaction:
 - (a) has been entered into;
 - (b) has been terminated; or
 - (c) has ceased to be with a Sponsor Affiliate.

24.7.3 The Initial ACF Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts.

24.7.4 The Initial ACF Agent may at any time appoint an Affiliate, agent, attorney-in-fact, or sub-agent, (a "**Sub-Agent**") as deemed necessary by the Initial ACF Agent, to exercise all or a part of its rights, powers and duties under this Agreement or any other Initial ACF Finance Document (and Clause 24.11 (*Lenders' Indemnity to the*

Initial ACF Agent) shall also apply to a Sub-Agent in the performance of any activity under this Clause 24.7.4 provided that no Borrower shall be required to so indemnify such Sub-Agent where: (i) any cost, loss or liability arises by reason of such Sub-Agent's gross negligence or wilful misconduct; or (ii) if the claim is based on the fraud of such Sub-Agent)).

24.7.5 Without prejudice to the generality of Clause 24.7.3 or 24.7.6, the Initial ACF Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Initial ACF Agent (and so separate from any lawyers instructed by the Lenders) if the Initial ACF Agent in its reasonable opinion deems this to be desirable.

24.7.6 The Initial ACF 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 Initial ACF 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 liability whatsoever arising as a result of its so relying.

24.7.7 The Initial ACF Agent may act in relation to the Initial ACF Finance Documents through its officers, employees and agents and the Initial ACF Agent shall not:

- (i) be liable for any error of judgement 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 Initial ACF Agent's gross negligence or wilful misconduct.

24.7.8 Unless an Initial ACF Finance Document expressly provides otherwise, the Initial ACF Agent may disclose to any other Party any information it reasonably believes it has received as agent under this Agreement.

24.7.9 Without prejudice to the generality of Clause 24.7.8, the Initial ACF Agent:

- (i) may disclose; and
- (ii) on the written request of the Borrower Security Group Agent or the Majority Lenders, shall, as soon as reasonably practicable, disclose,

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

24.7.10 Notwithstanding any other provision of any Initial ACF Finance Document to the contrary, none of the Initial ACF Agent or the Initial ACF Arrangers is 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.

24.7.11 Notwithstanding any provision of any Initial ACF Finance Document to the contrary, the Initial ACF 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 No duty to monitor

The Initial ACF Agent shall not be bound to enquire:

- 24.8.1 whether or not any Default has occurred;
- 24.8.2 as to the performance, default or any breach by any Party of its obligations under any Initial ACF Finance Document; or
- 24.8.3 whether any other event specified in any Initial ACF Finance Document has occurred.

24.9 Responsibility for documentation

None of the Initial ACF Agent, any Ancillary Lender or the Initial ACF Arrangers is responsible or liable for:

- 24.9.1 the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by the Initial ACF Agent, an Ancillary Lender the Initial ACF Arrangers, an Obligor or any other person given in or in connection with any Initial ACF Finance Document or the transactions contemplated in the Initial ACF Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Initial ACF Finance Document;
- 24.9.2 the legality, validity, effectiveness, adequacy or enforceability of any Initial ACF Finance Document or the Borrower Security or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Initial ACF Finance Document or the Borrower Security; or
- 24.9.3 any determination as to whether any information provided or to be provided to any Initial ACF 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.

24.10 Exclusion of liability

24.10.1 Without limiting Clause 24.10.2 (and without prejudice to any other provision of any Initial ACF Finance Document excluding or limiting the liability of the Initial ACF Agent or any Ancillary Lender), neither the Initial ACF Agent nor any Ancillary Lender will be liable (including, without limitation, for negligence or any other category of liability whatsoever) 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 Initial ACF Finance Document or the Borrower Security, 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 Initial ACF Finance Document, the Borrower Security or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Initial ACF Finance Document or the Borrower Security; or

(iii) without prejudice to the generality of Clauses 24.10.1(i) and 24.10.1(ii), 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 and without limitation) 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.

24.10.2 No Party (other than the Initial ACF Agent or an Ancillary Lender) may take any proceedings against any officer, employee or agent of the Initial ACF Agent or any Ancillary Lender, in respect of any claim it might have against the Initial ACF Agent or an Ancillary Lender or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Initial ACF Finance Document and any officer, employee or agent of the Initial ACF Agent or any Ancillary Lender may rely on this Clause 24.10 subject to Clause 1.3 (*Third-party rights*) and the provisions of the Third Parties Act.

24.10.3 The Initial ACF Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Initial ACF Finance Documents to be paid by the Initial ACF Agent if the Initial ACF 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 Initial ACF Agent for that purpose.

24.10.4 Nothing in this Agreement shall oblige the Initial ACF Agent 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 Lender,

on behalf of any Lender and each Lender confirms to the Initial ACF Agent 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 Initial ACF Agent.

24.10.5 Without prejudice to any provision of any Borrower Finance Document excluding or limiting the Initial ACF Agent's liability, any liability of the Initial ACF Agent arising under or in connection with any Borrower Finance Document or the Borrower Security 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 Initial ACF 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 Initial ACF Agent at any time which increase the

amount of that loss. In no event shall the Initial ACF 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 Initial ACF Agent has been advised of the possibility of such loss or damages.

24.11 Lenders' indemnity to the Initial ACF Agent

- 24.11.1** 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 Initial ACF Agent, within three Business Days of demand, against any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by the Initial ACF Agent (otherwise than by reason of the Initial ACF Agent's gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to Clause 28.6 (*Disruption to Payment Systems, etc.*), notwithstanding the Initial ACF Agent's negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Initial ACF Agent in acting as Initial ACF Agent under the Initial ACF Finance Documents (unless the Initial ACF Agent has been reimbursed by the Borrower Security Group Agent pursuant to an Initial ACF Finance Document).
- 24.11.2** Subject to Clause 24.11.3, the Company shall immediately on demand reimburse any Lender for any payment that Lender makes to the Initial ACF Agent pursuant to Clause 24.11.1.
- 24.11.3** Clause 24.11.2 shall not apply to the extent that the indemnity payment in respect of which the Lender claims reimbursement relates to a liability of the Initial ACF Agent to an Obligor.

24.12 Resignation and replacement of the Initial ACF Agent

- 24.12.1** The Initial ACF Agent may resign and appoint one of its Affiliates acting through an office in Helsinki as successor by giving notice to the Lenders and the Borrower Security Group Agent.
- 24.12.2** Alternatively, the Initial ACF Agent may resign by giving 30 days' notice to the Lenders and the Borrower Security Group Agent, in which case, the Majority Lenders (after consultation with the Borrower Security Group Agent) may appoint a successor Initial ACF Agent.
- 24.12.3** If the Majority Lenders have not appointed a successor Initial ACF Agent in accordance with Clause 24.12.2 within 20 days after notice of resignation was given, the retiring Initial ACF Agent (after consultation with the Borrower Security Group Agent) may appoint a successor Initial ACF Agent (acting through an office in Helsinki).
- 24.12.4** If the Initial ACF Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as agent and the Initial ACF Agent is entitled to appoint a successor Initial ACF Agent under Clause 24.12.3, the Initial ACF Agent may (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor Initial ACF Agent to become a party to this Agreement as Initial ACF Agent) agree with the proposed successor Initial ACF Agent amendments to this Clause 24 and any other term of

this Agreement dealing with the rights or obligations of the Initial ACF Agent consistent with then current market practice for the appointment and protection of corporate trustees together with any reasonable amendments to the agency fee payable under this Agreement which are consistent with the successor Initial ACF Agent's normal fee rates and those amendments will bind the Parties.

- 24.12.5** The retiring Initial ACF Agent shall make available to the successor Initial ACF Agent such documents and records and provide such assistance as the successor Initial ACF Agent may reasonably request for the purposes of performing its functions as Initial ACF Agent under the Initial ACF Finance Documents. The Borrower Security Group Agent shall, within three Business Days of demand, reimburse the retiring Initial ACF 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.
- 24.12.6** The Initial ACF Agent's resignation notice shall only take effect upon the appointment of a successor.
- 24.12.7** Upon the appointment of a successor, the retiring Initial ACF Agent shall be discharged from any further obligation in respect of the Initial ACF Finance Documents (other than its obligations under Clause 24.12.5) but shall remain entitled to the benefit of Clause 18.1 (*Indemnity to the Initial ACF Agent*) and this Clause 24 (and any agency fees for the account of the retiring Initial ACF Agent shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations among themselves as they would have had if such successor had been an original Party.
- 24.12.8** The Initial ACF Agent shall resign in accordance with Clause 24.12.2 (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Initial ACF Agent pursuant to Clause 24.12.3) if, on or after the date which is three months before the earliest FATCA Application Date relating to any payment to the Initial ACF Agent under the Initial ACF Finance Documents, either:
- (i) the Initial ACF Agent fails to respond to a request under Clause 16.6 (*FATCA information*) and a Lender reasonably believes that the Initial ACF 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 Initial ACF Agent pursuant to Clause 16.6 (*FATCA information*) indicates that the Initial ACF Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or
 - (iii) the Initial ACF Agent notifies the Borrower Security Group Agent and the Lenders that the Initial ACF 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) a Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Initial ACF Agent were a FATCA Exempt Party, and that Lender, by notice to the Initial ACF Agent, requires it to resign.

24.13 Replacement of the Initial ACF Agent

- 24.13.1** After consultation with the Company, the Majority Lenders may, by giving 30 days' notice to the Initial ACF Agent (or, at any time the Initial ACF Agent is an Impaired Agent, by giving any shorter notice determined by the Majority Lenders) replace the Initial ACF Agent by appointing a successor Initial ACF Agent (acting through an office in Helsinki).
- 24.13.2** The retiring Initial ACF Agent shall (at its own cost if it is an Impaired Agent and otherwise at the expense of the Lenders) make available to the successor Initial ACF Agent such documents and records and provide such assistance as the successor Initial ACF Agent may reasonably request for the purposes of performing its functions as Initial ACF Agent under the Initial ACF Finance Documents.
- 24.13.3** The appointment of the successor Initial ACF Agent shall take effect on the date specified in the notice from the Majority Lenders to the retiring Initial ACF Agent. As from this date, the retiring Initial ACF Agent shall be discharged from any further obligation in respect of the Initial ACF Finance Documents (other than its obligations under Clause 24.13.2) but shall remain entitled to the benefit of Clause 18.1 (*Indemnity to the Initial ACF Agent*) and this Clause 24 (and any agency fees for the account of the retiring Initial ACF Agent shall cease to accrue from (and shall be payable on) that date).
- 24.13.4** Any successor Initial ACF Agent and each of the other Parties shall have the same rights and obligations among themselves as they would have had if such successor had been an original Party.

24.14 Confidentiality

- 24.14.1** In acting as agent for the Initial ACF Finance Parties, the Initial ACF 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.
- 24.14.2** If information is received by another division or department of the Initial ACF Agent, it may be treated as confidential to that division or department and the Initial ACF Agent shall not be deemed to have notice of it.
- 24.14.3** Notwithstanding any other provision of any Initial ACF Finance Document to the contrary, the Initial ACF Agent is not 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 a breach of a fiduciary duty.

24.15 Relationship with the Lenders

- 24.15.1** Subject to Clause 21.9 (*Pro rata interest settlement*), the Initial ACF Agent may treat the person shown in its records as Lender at the opening of business (in the place of the Initial ACF Agent's principal office as notified to the Initial ACF 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 Initial ACF 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 Initial ACF 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.

24.15.2 Each Lender shall supply the Initial ACF Agent with any information that the Borrower Security Trustee may reasonably specify (through the Initial ACF Agent) as being necessary or desirable to enable the Borrower Security Trustee to perform its functions as Borrower Security Trustee. Each Lender shall deal with the Borrower Security Trustee exclusively through the Initial ACF Agent and shall not deal directly with the Borrower Security Trustee.

24.15.3 Any Lender may, by notice to the Initial ACF 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 Initial ACF Finance Documents. Such notice shall contain the address, fax number and (where communication by electronic mail or other electronic means is permitted under Clause 30 (*Notices*) 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, fax number, electronic mail address, department and officer by that Lender for the purpose of Clause 30 (*Notices*) and the Initial ACF 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.

24.16 Credit appraisal by the Lenders and Ancillary Lenders

Without affecting the responsibility of any Obligor for information supplied by it or on its behalf in connection with any Initial ACF Finance Document, each Lender and Ancillary Lender confirms to the Initial ACF Agent and each Ancillary Lender 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 Initial ACF Finance Document, including, but not limited to:

24.16.1 the financial condition, status and nature of each member of the Borrower Security Group;

24.16.2 the legality, validity, effectiveness, adequacy or enforceability of any Initial ACF Finance Document and the Borrower Security and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Initial ACF Finance Document or the Borrower Security;

24.16.3 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 Initial ACF Finance Document, the Borrower Security, the transactions contemplated by the Initial ACF Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Initial ACF Finance Document;

24.16.4 the adequacy, accuracy and/or completeness of any information provided by the Initial ACF Agent, any Party or by any other person under or in connection with any

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

- 24.16.5 the right or title of any person in or to, or the value or sufficiency of any part of the Charged Property, the priority of any of the Borrower Security Documents or the existence of any Security affecting the Charged Property.

24.17 Initial ACF Agent's management time

24.17.1 Any amount payable to the Initial ACF Agent under Clauses 18.1 (*Indemnity to the Initial ACF Agent*), 20 (*Costs and Expenses*) and 24.11 (*Lenders' indemnity to the Initial ACF Agent*) shall include the cost of utilising the Initial ACF Agent's management time or other resources and will be calculated on the basis of such reasonable daily or hourly rates as the Initial ACF Agent may notify to the Company and the Lenders, and is in addition to any fee paid or payable to the Initial ACF Agent under Clause 15 (*Fees*).

24.17.2 Any cost of utilising the Initial ACF Agent's management time or other resources shall include, without limitation, any such costs in connection with Clause 22.2 (*Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates*).

24.18 Base Reference Banks

24.18.1 No Base Reference Bank is under any obligation to provide a quotation or any other information to the Agent.

24.18.2 No Base Reference Bank will be liable for any action taken by it under or in connection with any Borrower Finance Document, or for any Reference Bank Quotation, unless directly caused by its gross negligence or wilful misconduct.

24.18.3 No Party (other than the relevant Base Reference Bank) may take any proceedings against any officer, employee or agent of any Base Reference Bank in respect of any claim it might have against that Base Reference Bank or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Borrower Finance Document, or for any Reference Bank Quotation, and any officer, employee or agent of each Base Reference Bank may rely on this Clause 24.18.3 subject to Clause 1.3 (*Third-party rights*) and the provisions of the Third Parties Act.

24.19 Third-party Base Reference Banks

A Base Reference Bank which is not a Party may rely on Clauses 24.18 (*Base Reference Banks*), 34.2.4 and 35 (*Confidentiality of Funding Rates and Reference Bank Quotations*) subject to Clause 1.3 (*Third-party rights*) and the provisions of the Third Parties Act.

24.20 Deduction from amounts payable by the Initial ACF Agent

If any Party owes an amount to the Initial ACF Agent under the Initial ACF Finance Documents, the Initial ACF Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Initial ACF Agent would otherwise be obliged to make under the Initial ACF Finance Documents and apply

the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Initial ACF Finance Documents, that Party shall be regarded as having received any amount so deducted.

24.21 Reliance and engagement letters

Each Initial ACF Finance Party confirms that each of the Initial ACF Arrangers and the Initial ACF Agent has authority to accept on its behalf (and ratifies the acceptance on its behalf of any letters or reports already accepted by the Initial ACF Arrangers or Initial ACF Agent) the terms of any reliance letter or engagement letters provided by accountants in connection with the Initial ACF Finance Documents or the transactions contemplated in the Initial ACF Finance Documents (if any) 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 on its behalf.

25 Conduct of Business by the Initial ACF Finance Parties

No provision of this Agreement will:

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

26 Sharing among the Initial ACF Finance Parties

26.1 Payments to Initial ACF Finance Parties

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

- (i) the Recovering Initial ACF Finance Party shall, within three Business Days, notify details of the receipt or recovery, to the Initial ACF Agent;
- (ii) the Initial ACF Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Initial ACF Finance Party would have been paid had the receipt or recovery been received or made by the Initial ACF Agent and distributed in accordance with Clause 27 (*Payment Mechanics*), without taking account of any Tax which would be imposed on the Initial ACF Agent in relation to the receipt, recovery or distribution; and
- (iii) the Recovering Initial ACF Finance Party shall, within three Business Days of demand by the Initial ACF Agent, pay to the Initial ACF Agent an amount (the “**Sharing Payment**”) equal to such receipt or recovery less any amount which the Initial ACF Agent determines may be retained by the Recovering Initial ACF Finance Party as its share of any payment to be made, in accordance with Clause 28.1 (*Partial payments*).

26.1.2 Clause 26.1.1 shall not apply to any amount received or recovered by an Ancillary Lender in respect of any cash cover provided for the benefit of that Ancillary Lender.

26.2 Redistribution of payments

The Initial ACF Agent shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Initial ACF Finance Parties (other than the Recovering Initial ACF Finance Party) (the “**Sharing Finance Parties**”) in accordance with Clause 28.1 (*Partial payments*) towards the obligations of that Obligor to the Sharing Finance Parties.

26.3 Recovering Initial ACF Finance Party’s rights

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

26.4 Reversal of redistribution

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

26.4.1 each Sharing Finance Party shall, upon request of the Initial ACF Agent, pay to the Initial ACF Agent for the account of that Recovering Initial ACF 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 Initial ACF Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Initial ACF Finance Party is required to pay) (the “**Redistributed Amount**”); and

26.4.2 as between the relevant Obligor (on the one hand) and each relevant Sharing Finance Party (on the other), an amount equal to the relevant Redistributed Amount will be treated as not having been paid by that Obligor.

26.5 Exceptions

26.5.1 This Clause 26 shall not apply to the extent that the Recovering Initial ACF Finance Party would not, after making any payment pursuant to this Clause 26, have a valid and enforceable claim against the relevant Obligor.

26.5.2 A Recovering Initial ACF Finance Party is not obliged to share with any other Initial ACF Finance Party any amount which the Recovering Initial ACF Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:

(i) it notified the other Initial ACF Finance Party of the legal or arbitration proceedings; and

(ii) the other Initial ACF 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.

26.6 Ancillary Lenders

26.6.1 This Clause 26 shall not apply to any receipt or recovery by a Lender in its capacity as an Ancillary Lender at any time prior to service of notice under clause 7.2 (*Consequences of an Event of Default and delivery of an Acceleration Notice*) of the Common Terms Agreement.

26.6.2 Following service of notice under clause 7.2 (*Consequences of an Event of Default and delivery of an Acceleration Notice*) of the Common Terms Agreement, this Clause 26 shall apply to all receipts or recoveries by Ancillary Lenders.

27 Payment Mechanics

27.1 Payments to the Initial ACF Agent

27.1.1 On each date on which an Obligor or a Lender is required to make a payment under an Initial ACF Finance Document excluding a payment under the terms of an Ancillary Document, that Obligor or Lender, as the case may be, shall make the same available to the Initial ACF Agent (unless a contrary indication appears in an Initial ACF Finance Document) for value on the due date at the time and in such funds specified by the Initial ACF Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

27.1.2 Payment shall be made to such account in the principal financial centre of the country of that currency (or, in relation to Euro, in a principal financial centre in a Participating Member State or London, as specified by the Initial ACF Agent) with such bank as the Initial ACF Agent, in each case, specifies.

27.2 Distributions by the Initial ACF Agent

Each payment received by the Initial ACF Agent under the Initial ACF Finance Documents for another Party shall, subject to Clauses 27.3 (*Distributions to an Obligor*) and 27.4 (*Clawback*) be made available by the Initial ACF 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 Initial ACF Agent by not less than five Business Days' notice with a bank in the principal financial centre of the country of that currency (or, in relation to Euro, in the principal financial centre of a Participating Member State or London, as specified by that Party).

27.3 Distributions to an Obligor

The Initial ACF Agent may (with the consent of the Obligor or in accordance with Clause 29 (*Set-off*)) apply any amount received by it for that Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Initial ACF Finance Documents or in or towards purchase of any amount of any currency to be so applied.

27.4 Clawback

27.4.1 Where a sum is to be paid to the Initial ACF Agent under the Initial ACF Finance Documents for another Party, the Initial ACF 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.

27.4.2 Unless Clause 27.4.3 applies, if the Initial ACF Agent pays an amount to another Party and it proves to be the case that the Initial ACF 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 Initial ACF Agent shall on demand refund the same to the Initial ACF Agent together with interest on that amount from the date of payment to the date of receipt by the Initial ACF Agent, calculated by the Initial ACF Agent to reflect its cost of funds.

27.4.3 If the Initial ACF 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 Initial ACF 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 Borrower to whom that sum was made available shall on demand refund it to the Initial ACF 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 Initial ACF Agent the amount (as certified by the Initial ACF Agent) which will indemnify the Initial ACF 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 Impaired Agent

27.5.1 If, at any time, the Initial ACF Agent becomes an Impaired Agent, an Obligor or a Lender which is required to make a payment under the Borrower Finance Documents to the Initial ACF Agent in accordance with Clause 27.1 (*Payments to the Initial ACF 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 Lender within the meaning of paragraph (b) of the definition of "Lender" and in relation to which no Insolvency Event has occurred and is continuing, in the name of the Obligor 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 Initial ACF Finance Documents (the "**Recipient Party**" or "**Recipient Parties**").

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

27.5.2 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.

27.5.3 A Party which has made a payment in accordance with this Clause 27.5 shall be discharged of the relevant payment obligation under the Initial ACF Finance Documents and shall not take any credit risk with respect to the amounts standing to the credit of the trust account.

27.5.4 Promptly upon the appointment of a successor Agent in accordance with Clause 34.4 (*Replacement of Lender*), each Paying Party shall (other than to the extent that that Party has given an instruction pursuant to Clause 27.5.5) 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 Initial ACF Agent*).

27.5.5 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 Clause 27.5.4; 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.

28 Communication when the Initial ACF Agent is an Impaired Facility Agent

If the Initial ACF Agent is an Impaired Agent, the Parties may, instead of communicating with each other through the Initial ACF Agent, communicate with each other directly and (while the Initial ACF Agent is an Impaired Agent) all the provisions of the Initial ACF Finance Documents which require communications to be made or notices to be given to or by the Initial ACF 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 Initial ACF Agent has been appointed.

28.1 Partial payments

28.1.1 If the Initial ACF Agent receives a payment for application against amounts due in respect of any Initial ACF Finance Documents that is insufficient to discharge all the amounts then due and payable by the Obligor under those Initial ACF Finance Documents, the Initial ACF Agent shall apply that payment towards the obligations of that Obligor under those Initial ACF Finance Documents in the following order:

- (i) first, in or towards payment pro rata of any unpaid fees, costs and expenses of the Initial ACF Agent and the Borrower Security Trustee under those Initial ACF Finance Documents;
- (ii) secondly, in or towards payment pro rata of any accrued interest, fee or commission due but unpaid under those Initial ACF Finance Documents;
- (iii) thirdly, in or towards payment pro rata of any principal due but unpaid under those Initial ACF Finance Documents; and
- (iv) fourthly, in or towards payment pro rata of any other sum due but unpaid under the Initial ACF Finance Documents.

28.1.2 The Initial ACF Agent shall, if so directed by the Majority Lenders, vary the order set out in Clauses 28.1.1(ii) and 28.1.1(iv).

28.1.3 Clauses 28.1.1 and 28.1.2 will override any appropriation made by an Obligor but will not override the terms of the Common Terms Agreement or the Borrower STID (including the terms relating to priority of payments).

28.2 No set-off by the Obligors

All payments to be made by an Obligor under the Initial ACF Finance Documents shall be calculated and made without (and free and clear of any deduction for) set-off or counterclaim.

28.3 Business Days

28.3.1 Any payment under an Initial ACF Finance Document 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).

28.3.2 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.

28.4 Currency of account

28.4.1 Subject to Clauses 28.4.2 to 28.4.5, the Base Currency is the currency of account and payment for any sum due from an Obligor under any Initial ACF Finance Document and the currency of enforcement for any judgments against the Obligors to the fullest extent permitted by law and notwithstanding the withdrawal of Finland or any other Participating Member State from the Economic and Monetary Union or the European Communities.

28.4.2 A repayment or prepayment of a Loan, Unpaid Sum or Overdraft Outstanding (or any part thereof) shall be made in the currency in which that Loan, Unpaid Sum or Overdraft Outstanding is denominated on its due date.

28.4.3 Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated when that interest accrued.

28.4.4 Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.

28.4.5 Any amount expressed to be payable in a currency other than the Base Currency shall be paid in that other currency.

28.5 Change of currency

28.5.1 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 Initial ACF Finance Documents to, and any obligations arising under the Initial ACF 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 Initial ACF Agent (after consultation with the Borrower Security Group Agent); and
- (ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Initial ACF Agent (acting reasonably).

28.5.2 If a change in any currency of a country occurs, this Agreement will, to the extent the Initial ACF Agent (acting reasonably and after consultation with the Borrower Security Group Agent) 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.

28.6 Disruption to payment systems, etc.

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

28.6.1 the Initial ACF Agent may, and shall if requested to do so by the Borrower Security Group Agent, consult with the Borrower Security Group Agent with a view to agreeing with the Borrower Security Group Agent such changes to the operation or administration of the Facilities as the Initial ACF Agent may deem necessary in the circumstances;

28.6.2 the Initial ACF Agent shall not be obliged to consult with the Borrower Security Group Agent in relation to any changes mentioned in Clause 28.6.1 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;

28.6.3 the Initial ACF Agent may consult with the Initial ACF Finance Parties in relation to any changes mentioned in Clause 28.6.1 but shall not be obliged to do so if, in its opinion, it is not practicable to do so in the circumstances;

28.6.4 any such changes agreed upon by the Initial ACF Agent and the Borrower Security Group Agent 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 Initial ACF Finance Documents, notwithstanding the provisions of Clause 34 (*Amendments and Waivers*);

28.6.5 the Initial ACF Agent shall not be liable for any damages, costs or losses whatsoever (including, without limitation for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Initial ACF Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this Clause 28.6; and

28.6.6 the Initial ACF Agent shall notify the Initial ACF Finance Parties of all changes agreed pursuant to Clause 28.6.4.

29 Set-off

At any time after an Event of Default has occurred an Initial ACF Finance Party may, subject to any restriction in the Common Terms Agreement or in the Borrower STID, set off any matured obligation due from an Obligor under the Initial ACF Finance Documents (to the extent beneficially owned by that Initial ACF Finance Party) against any matured obligation owed by that Initial ACF Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Initial ACF 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. Notwithstanding the foregoing, the provider of the Overdraft Facility may set off its fees at any time in accordance with the terms of the Standard Form Overdraft Facility.

30 Notices

30.1 Notices

Notices hereunder shall be sent in accordance with clauses 18 (*Notices*) of the Common Terms Agreement.

30.2 English language

30.2.1 Any notice given under or in connection with any Initial ACF Finance Document must be in English.

30.2.2 All other documents provided under or in connection with any Initial ACF Finance Document must be:

- (i) in English; or
- (ii) if not in English, and if so required by the Initial ACF 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 or a Borrower Security Document.

31 Calculations and Certificates

31.1 Accounts

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

31.2 Certificates and determinations

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

31.3 Day count convention

Any interest, commission or fee accruing under an Initial ACF Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Relevant Market differs, in accordance with that market practice.

32 Partial Invalidity

If, at any time, any provision of an Initial ACF Finance Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability or 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.

33 Remedies and Waivers

No failure to exercise, nor any delay in exercising, on the part of any Initial ACF Finance Party, any right or remedy under the Initial ACF Finance Documents shall operate as a

waiver of any such right or remedy or constitute an election to affirm any of the Initial ACF Finance Documents. No election to affirm any Initial ACF Finance Document on the party of any Initial ACF 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.

34 Amendments and Waivers

34.1 Required consents

34.1.1 Subject to Clause 34.2 (*Exceptions*), any term of the Initial ACF Finance Documents may be amended or waived only with the consent of the Borrower Security Group Agent and:

- (i) the Majority Lenders, where all the Facilities are affected by the amendment or waiver; or
- (ii) only the Majority Term Loan Lenders, the Majority Capex Facility Lenders, the Majority WC Lenders or the Majority Overdraft Lenders (as applicable), where only the Term Loan Facility, the Capex Facility, the WC Facility or the Overdraft Facility (as applicable) is affected by the amendment or waiver,

any such amendment or waiver will be binding on all Parties.

34.1.2 The Initial ACF Agent may effect, on behalf of any Initial ACF Finance Party, any amendment or waiver permitted by this Clause 34.

34.1.3 Each Obligor agrees to any such amendment or waiver permitted by this Clause 34 which is agreed to by the Borrower Security Group Agent. This includes any amendment or waiver which would, but for this Clause 34.1.3, require the consent of the Guarantors.

34.1.4 An amendment or waiver which relates to the rights or obligations of the Initial ACF Agent or the Borrower Security Trustee (each in their capacity as such) may not be effected without the consent of the Initial ACF Agent or the Borrower Security Trustee, as the case may be.

34.1.5 Any manifest error in the Initial ACF Finance Documents which is a manifest error of a typographical nature may be amended by agreement between the Initial ACF Agent and the Borrower Security Group Agent and any such amendment will be binding on all the Parties.

34.2 Exceptions

34.2.1 An amendment or waiver that has the effect of changing or which relates to:

- (i) the definition of “Super Majority Lenders”, “Majority Lenders” or “Affected Lenders” in Clause 1.1 (*Definitions*);
- (ii) a change to an Obligor other than in accordance with Clause 23 (*Changes to the Borrowers*) and the terms of the other Borrower Finance Documents;
- (iii) any provision of a Borrower Common Finance Document which expressly requires the consent of all the Lenders;

- (iv) Clause 2.3 (*Initial ACF Finance Parties' rights and obligations*), 10.9 (*Application of mandatory prepayments*), 28.1 (*Partial payments*), this Clause 34 or Clause 39 (*Governing Law*);
- (v) any change of governing law of the Borrower Common Finance Documents; or
- (vi) the order or priority or subordination provided for under the Borrower Common Finance Documents.

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

34.2.2 Any amendment or waiver that has the effect of changing or which relates to:

- (i) the definitions of "Majority Term Loan Lenders", "Majority Capex Facility Lenders", "Majority WC Lenders" or "Majority Overdraft Lenders" in Clause 1.1 (*Definitions*);
- (ii) an extension to the date of payment of any amount under the Initial ACF Finance Documents;
- (iii) Clause 21 (*Changes to the Lenders*);
- (iv) a reduction in the Margin or a reduction in the amount of any payment of principal, interest, fees or commission payable in respect of any Facility;
- (v) a change in currency of payment of any amount under the Initial ACF Finance Documents;
- (vi) an increase in any Commitment or the Total Commitments or extension of any Availability Period or any requirement that a cancellation of Commitments reduces the Commitments of the Lenders rateably under the relevant Facility; or
- (vii) any provision which expressly requires the consent of all Term Loan Lenders, all Capex Facility Lenders, all WC Facility Lenders or all Overdraft Facility Lenders,

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

34.2.3 (Other than as expressly contemplated by an Initial ACF Finance Document) an amendment or waiver which has the effect of changing or which relates to:

- (i) the release of any guarantee and indemnity or of any Borrower Security unless permitted under this Agreement or any other Initial ACF Finance Document or relating to a sale or disposal of an asset which is the subject of the Security where such sale or disposal is expressly permitted under this Agreement or any other Initial ACF Finance Document;
- (ii) Clause 26 (*Sharing among the Initial ACF Finance Parties*); or
- (iii) the nature of scope of the manner in which the proceeds of enforcement of the Borrower Security are distributed,

shall not be made without the prior consent of the Super Majority Lenders.

34.2.4 An amendment or waiver which relates to the rights or obligations of the Initial ACF Agent, the Initial ACF Arrangers, any Ancillary Lender or the Borrower Security

Trustee (each in their capacity as such) may not be effected without the consent of the Initial ACF Agent, the Initial ACF Arrangers, that Ancillary Lender or, as the case may be, the Borrower Security Trustee.

- 34.2.5** If any Lender fails to respond to a request for a consent, waiver or amendment of or in relation to any of the terms of any Borrower Finance Document or other vote of Lenders under the terms of this Agreement within 15 Business Days (unless the Borrower Security Group Agent and the Initial ACF Agent agree to a longer time period in relation to any request) of that request being made, its Commitment and/or participation shall not be included for the purpose of calculating the Total Commitments or participations under the relevant Facility/ies when ascertaining whether the consent of the Majority Lenders, Majority Term Loan Lenders, Majority Capex Facility Lenders, Majority WC Lenders or the Majority Overdraft Lenders (as applicable) has been obtained to approve that request.

34.3 Excluded Commitments

If any Lender fails to respond to a request for a consent, waiver, amendment of or in relation to any term of any Initial ACF Finance Document or any other vote of Lenders under the terms of this Agreement within 15 Business Days of that request being received by the Initial ACF Agent (unless, in either case, the Lender and the Initial ACF Agent agree to a longer time period in relation to any request):

- 34.3.1** its Commitment(s) shall not be included for the purpose of calculating the Total Commitments under the relevant Facility/ies when ascertaining whether the relevant percentage (including unanimity) of Total Commitments has been obtained to approve that request; and
- 34.3.2** 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.

34.4 Replacement of Lender

34.4.1 If, at any time:

- (i) any Lender becomes a Non-Consenting Lender (as defined in Clause 34.4.4); or
- (ii) an Obligor becomes obliged to repay any amount in accordance with Clause 10.1 (*Illegality*) or to pay additional amounts pursuant to Clause 16.1 (*Tax gross-up*), 16.2 (*Tax indemnity*) or 17.1 (*Increased Costs*) to any Lender,

then the Borrower Security Group Agent may, on 10 Business Days' prior written notice to the Initial ACF Agent and such Lender, replace such Lender by requiring such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 21 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement and each Borrower Hedging Agreement to which it is a party to a Lender or other bank, financial institution, trust, fund or other entity (a "**Replacement Lender**") selected by the Borrower Security Group Agent, which confirms its willingness to assume and does assume all the obligations of the transferring Lender in accordance with Clause 21 (*Changes to the Lenders*) for a purchase price in cash payable at the time of transfer equal to the outstanding

principal amount of such Lender's participation in the outstanding Utilisations and/or Break Costs and other amounts payable in relation thereto under the Initial ACF Finance Documents.

34.4.2 The replacement of a Lender pursuant to this Clause 34.4 shall be subject to the following conditions:

- (i) the Borrower Security Group Agent shall have no right to replace the Initial ACF Agent;
- (ii) neither the Initial ACF Agent nor the Lender shall have any obligation to the Borrower Security Group Agent to find a Replacement Lender;
- (iii) in the event of a replacement of a Non-Consenting Lender such replacement must take place no later than 60 days after the date the Non-Consenting Lender notifies the Borrower Security Group Agent and the Initial ACF Agent of its failure or refusal to give a consent in relation to, or agree to any waiver or amendment to the Initial ACF Finance Documents requested by the Borrower Security Group Agent;
- (iv) in no event shall the Lender replaced under this Clause 34.4.2 be required to pay or surrender to such Replacement Lender any of the fees received by such Lender pursuant to the Initial ACF Finance Documents; and
- (v) the Lender shall only be obliged to transfer its rights and obligations pursuant to Clause 34.4.1 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.

34.4.3 A Lender shall perform the checks described in Clause 34.4.2(v) as soon as reasonably practicable following delivery of a notice referred to in Clause 34.4.1 and shall notify the Initial ACF Agent and the Borrower Security Group Agent when it is satisfied that it has complied with those checks.

34.4.4 In the event that:

- (i) the Borrower Security Group Agent or the Initial ACF Agent (at the request of the Borrower Security Group Agent) has requested the Lenders to give a consent in relation to, or to agree to a waiver or amendment of, any provisions of the Initial ACF Finance Documents;
- (ii) the consent, waiver or amendment in question requires the approval of all the or all the Affected Lenders; and
- (iii) the Lenders (or Affected Lenders, as the case may be) whose Commitments aggregate, in the case of a consent, waiver or amendment requiring the approval of all the Lenders (or Affected Lenders, as the case may be), more than 85 per cent. of the Total Commitments, Total Term Loan Commitments, Total Capex Facility Commitments, Total WC Facility Commitments or Total Overdraft Facility Commitments, as the case may be (or, if the Total Commitments have been reduced to zero, aggregated more than 85 per cent. of the Total Commitments, Total Term Loan Commitments, Total Capex Facility Commitments, Total WC Facility Commitments or Total Overdraft Facility Commitments, as the case may be prior to that reduction), have consented or agreed to such waiver or amendment,

then any Lender who does not and continues not to consent or agree to such waiver or amendment shall be deemed a “**Non-Consenting Lender**”.

34.5 Disenfranchisement of Defaulting Lenders

34.5.1 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 unanimity) of the Total Commitments or Total Term Loan Commitments, Total Capex Facility Commitments, Total WC Facility Commitments or Total Overdraft Facility Commitments, as the case may be; or
 - (b) the agreement of a specified group of Lenders,

has been obtained to approve any request for a consent, waiver, amendment or other vote under the Initial ACF Finance Documents, that Defaulting Lender’s Commitments under the relevant Facility will be reduced by the amount of its Available Commitments under the relevant Facility 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 this Clause 34.5.1.

34.5.2 For the purposes of this Clause 34.5, the Initial ACF Agent may assume that the following Lenders are Defaulting Lenders:

- (i) any Lender which has notified the Initial ACF Agent that it has become a Defaulting Lender; or
- (ii) any Lender in relation to which it is aware that any of the events or circumstances referred to in paragraph (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 Initial ACF Agent) or the Initial ACF Agent is otherwise aware that the Lender has ceased to be a Defaulting Lender.

34.6 Replacement of a Defaulting Lender

34.6.1 The Borrower Security Group Agent 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 Initial ACF 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 21 (*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 21 (*Changes to the Lenders*) all (and not part only) of the undrawn Capex Facility Commitment, WC Facility

Commitment or Overdraft Facility Commitment (as applicable) of the Lender; or

- (iii) require such Lender to (and to the extent permitted by law such Lender shall) transfer pursuant to Clause 21 (*Changes to the Lenders*) all (and not part only) of its rights and obligations in respect of the Capex Facility, WC Facility or Overdraft Facility (as applicable),

to a Lender or other bank, financial institution, trust, fund or other entity (a “**Replacement Lender**”) selected by the Company, 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 21 (*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 Utilisations and all accrued interest, Break Costs and other amounts payable in relation thereto under the Initial ACF Finance Documents; or
- (b) in an amount agreed between that Defaulting Lender, the Replacement Lender and the Company and which does not exceed the amount described in Clause 34.6.1(iii)(a).

34.6.2 Any transfer of rights and obligations of a Defaulting Lender pursuant to this Clause 34.6 shall be subject to the following conditions:

- (i) the Borrower Security Group Agent shall have no right to replace the Initial ACF Agent or the Borrower Security Trustee;
- (ii) neither the Initial ACF Agent nor the Defaulting Lender shall have any obligation to the Borrower Security Group Agent to find a Replacement Lender;
- (iii) the transfer must take place no later than 60 days after the notice referred to in Clause 34.6.1;
- (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 Initial ACF Finance Documents;
- (v) the Defaulting Lender shall only be obliged to transfer its rights and obligations pursuant to Clause 34.6.1 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; and
- (vi) the Defaulting Lender shall perform the checks described in Clause 34.6.2(v) as soon as reasonably practicable following delivery of a notice referred to in Clause 34.6.1 and shall notify the Initial ACF Agent and the Borrower Security Group Agent when it is satisfied that it has complied with those checks.

35 Confidentiality of Funding Rates and Reference Bank Quotations

35.1 Confidentiality and disclosure

35.1.1 The Initial ACF Agent and each Obligor agree to keep each Funding Rate (and, in the case of the Initial ACF Agent, each Reference Bank Quotation) confidential and not to disclose it to anyone, save to the extent permitted by Clauses 35.1.2, 35.1.3 and 34.1.4.

35.1.2 The Initial ACF Agent may disclose:

- (i) any Funding Rate (but not any Reference Bank Quotation) to the relevant Borrower pursuant to Clause 12.4 (*Notification of rates of interest*); and
- (ii) any Funding Rate or any Reference Bank Quotation to any person appointed by it to provide administration services in respect of one or more of the Borrower Finance Documents to the extent necessary to enable such service provider to provide those services if the service provider to whom that 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 Initial ACF Agent and the relevant Lender or Base Reference Bank, as the case may be.

35.1.3 The Initial ACF Agent may disclose any Funding Rate or any Reference Bank Quotation, and each Obligor may disclose any Funding Rate, to:

- (i) any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and representatives if any person to whom that Funding Rate or Reference Bank Quotation is to be given pursuant to this Clause 35.1.3(i) is informed in writing of its confidential nature and that it 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 that Funding Rate or Reference Bank Quotation is otherwise bound by requirements of confidentiality in relation to it;
- (ii) 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 or pursuant to any applicable law or regulation if the person to whom that Funding Rate or Reference Bank Quotation is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Initial ACF Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances;
- (iii) 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 if the person to whom that Funding Rate or Reference Bank Quotation is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the

opinion of the Initial ACF Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances; and

- (iv) any person with the consent of the relevant Lender or Base Reference Bank, as the case may be.

35.1.4 The Initial ACF Agent's obligations in this Clause 35 relating to Reference Bank Quotations are without prejudice to its obligations to make notifications under Clause 12.4 (*Notification of rates of interest*) provided that (other than pursuant to Clause 35.1.2(ii)) the Initial ACF Agent shall not include the details of any individual Reference Bank Quotation as part of any such notification.

35.2 Related obligations

35.2.1 The Initial ACF Agent and each Obligor acknowledge that each Funding Rate (and, in the case of the Initial ACF Agent, each Reference Bank Quotation) is or may be price-sensitive information and that its use may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Initial ACF Agent and each Obligor undertake not to use any Funding Rate or, in the case of the Initial ACF Agent, each Reference Bank Quotation for any unlawful purpose.

35.2.2 The Initial ACF Agent and each Obligor agree (to the extent permitted by law and regulation) to inform the relevant Lender or Base Reference Bank, as the case may be:

- (i) of the circumstances of any disclosure made pursuant to Clause 35.1.3(ii) except where such disclosure is made to any of the persons referred to in that Clause during the ordinary course of its supervisory or regulatory function; and
- (ii) upon becoming aware that any information has been disclosed in breach of this Clause 35.

35.3 No Event of Default

No Event of Default will occur under paragraph 3 (*Breach of Other Obligations*) of schedule 4 (*Events of Default*) to the Common Terms Agreement by reason only of an Obligor's failure to comply with this Clause 35.

35.4 Lender enquiry

If any Lender believes that any entity is, or may be, a Lender and:

35.4.1 that entity ceases to have an Investment Grade rating; or

35.4.2 an Insolvency Event occurs in relation to that entity,

the Initial ACF Agent shall, at the request of that Lender, indicate to that Lender the extent to which that entity has a Commitment.

36 Confidentiality

The provisions of clause 15 (*Disclosure of Information*) of the Common Terms Agreement shall apply to this Agreement (*mutatis mutandis*) as if set out in full herein.

37 Borrower Representations, Warranties and Covenants

37.1 Borrower representations and warranties

Each Borrower represents and warrants to the Initial ACF Finance Parties on the terms of the representations and warranties contained in schedule 1 (*Borrower Security Group Representations*) to the Common Terms Agreement at the times described in clause 4.2 (*Times for making representations*) of the Common Terms Agreement.

37.2 Borrower covenants

Each Borrower covenants with the Initial ACF Finance Parties on the terms of the covenants contained in schedule 2 (*Borrower Security Group Covenants*) to the Common Terms Agreement.

38 Counterparts

This Agreement may be executed in any number of counterparts, all of which when taken together will constitute a single agreement.

39 Governing Law

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

40 Enforcement

40.1 The courts of England have exclusive jurisdiction to settle and determine any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement) (a “**Dispute**”).

40.2 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.

40.3 This Clause 40 is for the benefit of the Initial ACF Finance Parties only. As a result, no Initial ACF 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 Initial ACF 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 Parties

Part 1
The Initial ACF Arrangers

BNP Paribas Fortis S.A./N.V.

CIBC World Markets plc

Citigroup Global Markets Limited

Commonwealth Bank of Australia

Export Development Canada

ING Belgium SA/NV

Pohjola Bank plc

RBC Europe Limited

The Royal Bank of Scotland plc

Scotiabank (Ireland) Limited

Skandinaviska Enskilda Banken AB (publ)

Sumitomo Mitsui Banking Corporation, Brussels Branch

Part 2
The Original Initial ACF Lenders

Name of Original Initial ACF Lender	Term Loan Commitment (€)	Capex Facility Commitment (€)	WC Facility Commitment (€)	Overdraft Facility Commitment (€)	Total (€)
BNP Paribas Fortis S.A./N.V.	70,033,670.02	50,933,578.21	5,093,357.82	0.00	126,060,606.05
CIBC World Markets plc	73,737,373.73	53,627,180.90	5,362,718.09	0.00	132,727,272.72
Citibank N.A., London Branch	70,033,670.03	50,933,578.20	5,093,357.83	0.00	126,060,606.06
Commonwealth Bank of Australia	73,737,373.73	53,627,180.90	5,362,718.09	0.00	132,727,272.72
Export Development Canada	73,737,373.73	53,627,180.90	5,362,718.10	0.00	132,727,272.73
ING Belgium SA/NV	70,033,670.04	50,933,578.21	5,093,357.82	0.00	126,060,606.07
Pohjola Bank plc	55,555,555.56	40,404,040.40	4,040,404.04	30,000,000.00	130,000,000.00
RBC Europe Limited	70,033,670.04	50,933,578.20	5,093,357.82	0.00	126,060,606.06
The Royal Bank of Scotland plc	70,033,670.04	50,933,578.20	5,093,357.82	0.00	126,060,606.06
Scotiabank (Ireland) Limited	54,292,929.30	39,485,766.75	3,948,576.68	0.00	97,727,272.73
Skandinaviska Enskilda Banken AB (publ)	70,033,670.04	50,933,578.22	5,093,357.81	0.00	126,060,606.07
Sumitomo Mitsui Banking Corporation, Brussels Branch	73,737,373.74	53,627,180.91	5,362,718.08	0.00	132,727,272.73

**Schedule 2
Utilisation Requests**

**Part 1
Utilisation Requests**

From: [Borrower]/[Borrower Security Group Agent]

To: [Initial ACF Agent]

Dated: [●]

Dear Sirs

**[Borrower] – [●] Initial Authorised Credit Facilities Agreement
dated [●] (the “Facilities Agreement”)**

- 1 We refer to the Facilities Agreement. This is a Utilisation Request. Terms defined in the Facilities Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.
- 2 We wish to borrow a Loan on the following terms:
 - (e) Proposed Utilisation Date: [●] (or, if that is not a Business Day, the next Business Day)
 - (f) Facility to be utilised: [Term Loan Facility]/[Capex Facility]/[WC Facility]/[Overdraft Facility]*
 - (g) Amount: [●] or, if less, the Available Facility
 - (h) Interest Period: [●]
- 3 We confirm that each condition specified in clause 3 (*Conditions Precedent*) of the Common Terms Agreement is satisfied on the date of this Utilisation Request.
- 4 [This Loan is made in [whole] [part] for the purpose of refinancing [identify maturing WC Facility Loan].] [The proceeds of this Loan should be credited to [account].]
- 5 This Utilisation Request is irrevocable.

Yours faithfully

.....

Authorised Signatory for [the Borrower]/[Borrower Security Group Agent]/[Cash Manager]

NOTES:

- * Select the Facility to be utilised and delete references to the other Facilities.

Part 2
Selection Notice

Applicable to a Term Loan

From: [Borrower]]/[Borrower Security Group Agent]

To: [Initial ACF Agent]

Dated: [●]

Dear Sirs

**[Borrower] – [●] Initial Authorised Credit Facilities Agreement
dated [●] (the “Facilities Agreement”)**

1 We refer to the Facilities Agreement. This is a Selection Notice. Terms defined in the Facilities Agreement have the same meaning in this Selection Notice unless given a different meaning in this Selection Notice.

2 We refer to the following Term Loan[s] with an Interest Period ending on [●]*.

3 [We request that the above Term Loan[s] be divided into [●] Term Loans with the following Base Currency Amounts and Interest Periods:]**

or

[We request that the next Interest Period for the above Term Loan[s] is [●].]***

4 This Selection Notice is irrevocable.

Yours faithfully

.....

Authorised Signatory for [the Borrower]/[Borrower Security Group Agent]/[Cash Manager]

NOTES:

* Insert details of all Term Loans which have an Interest Period ending on the same date.

** Use this option if division of Loans is requested.

*** Use this option if division of Loans is not required.

Schedule 3
Form of Transfer Certificate

To: [●] as Initial ACF Agent

CC: The Borrower Security Group Agent

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

Dated:

[Borrower] – [●] Initial Authorised Credit Facilities Agreement
dated [●] (the “Facilities Agreement”)

- 1** We refer to the Facilities Agreement. This agreement (the “**Agreement**”) shall take effect as a Transfer Certificate for the purpose of the Facilities Agreement. Terms defined in the Facilities Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.
- 2** We refer to Clause 21.5 (*Procedure for transfer*) of the Facilities Agreement:
 - (a) the Existing Lender and the New Lender agree to the Existing Lender transferring to the New Lender by novation all or part of the Existing Lender’s Commitment, rights and obligations referred to in the Schedule in accordance with Clause 21.5 (*Procedure for transfer*);
 - (b) the proposed Transfer Date is [●]; and
 - (c) the Facility Office and address, fax number, electronic mail address and attention details for notices of the New Lender for the purposes of Clause [30 (*Notices*)] are set out in the Schedule.
- 3** The New Lender expressly acknowledges the limitations on the Existing Lender’s obligations set out in Clause 21.4.3.
- 4** The New Lender confirms that it [is]/[is not]¹ a Sponsor Affiliate.
- 5** 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.
- 6** This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 7** This Agreement has been entered into on the date stated at the beginning of this Agreement.

¹ Delete as applicable.

THE SCHEDULE
Commitment/rights and obligations to be transferred

[insert relevant details]

[Facility Office address, fax number, electronic mail address and attention details for notices and account details for payments.]

[Existing Lender]

[New Lender]

By:

By:

This Agreement is accepted as a Transfer Certificate for the purposes of the Facilities Agreement by the Initial ACF Agent and the Transfer Date is confirmed as [●].

[Initial ACF Agent]

By:

Schedule 4 Form of Assignment Agreement

To: [●] as Initial ACF Agent

CC: The Borrower Security Group Agent

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

Dated:

[Borrower] [●] Initial Authorised Credit Facilities Agreement dated [●] (the “Facilities Agreement”)

- 1 We refer to the Facilities Agreement. This is an Assignment Agreement. Terms defined in the Facilities Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.
- 2 We refer to Clause 21.6 (*Procedure for assignment*) of the Facilities Agreement:
 - (a) the Existing Lender assigns absolutely to the New Lender all the rights of the Existing Lender under the Facilities Agreement, the other Initial ACF Finance Documents and in respect of the Borrower Security which correspond to that portion of the Existing Lender’s Commitments and participations in Utilisations under the Facilities 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 Commitments and participations in Utilisations under the Facilities 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 (b) above.
- 3 The proposed Transfer Date is [●].
- 4 On the Transfer Date, the New Lender becomes Party to the relevant Initial ACF Finance Documents as a Lender.
- 5 The Facility Office and address, fax number, electronic mail address and attention details for notices of the New Lender for the purposes of Clause 30 (*Notices*) are set out in the Schedule.
- 6 The New Lender expressly acknowledges the limitations on the Existing Lender’s obligations set out in Clause 21.4.3.
- 7 The New Lender confirms that it [is]/[is not]^{2*} a Sponsor Affiliate.
- 8 This Agreement acts as notice to the Initial ACF Agent (on behalf of each Initial ACF Finance Party) and, upon delivery in accordance with Clause 21.7 (*Copy of Transfer Certificate, Assignment Agreement or Increase Confirmation to the Borrower Security Group Agent*), to the Borrower Security Group Agent (on behalf of each Borrower) of the assignment referred to in this Agreement.

² Delete as applicable.

- 9** 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.
- 10** This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 11** This Agreement has been entered into on the date stated at the beginning of this Agreement.

THE SCHEDULE

Commitment/rights and obligations to be transferred by assignment, release and accession

[insert relevant details]

[Facility office address, fax number, electronic mail address and attention details for notices and account details for payments]

[Existing Lender]

[New Lender]

By:

By:

This Agreement is accepted as an Assignment Agreement for the purposes of the Facilities Agreement by the Initial ACF Agent and the Transfer Date is confirmed as [●].

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

[Initial ACF Agent]

By:

Schedule 5 Timetables

	Loans in euro (Base Currency)	Loans in SEK	Loans in NOK	Loans in other currencies
Initial ACF Agent notifies the Company if a currency is approved as an Optional Currency in accordance with Clause 4.4 (<i>Conditions relating to Optional Currencies</i>)	-	U-4 10.00 a.m.	U-4 10.00 a.m.	U-4
Delivery of a duly completed Utilisation Request (Clause 5.1 (<i>Delivery of a Utilisation Request</i>)) or a Selection Notice (Clause 13.1 (<i>Selection of Interest Periods and terms</i>))	U-4 10.00 a.m.	U-4 10.00 a.m.	U-4 10.00 a.m.	U-4 10.00 a.m.
Initial ACF Agent determines (in relation to a Utilisation) the Base Currency Amount of the Loan, if required under Clause 5.4 (<i>Lenders' participation</i>) and notifies the Lenders of the Loan in accordance with Clause 5.4 (<i>Lenders' participation</i>)	U-4 Noon	U-4 Noon	U-4 Noon	U-4 Noon
Initial ACF Agent receives a notification from a Lender under Clause 6.2 (<i>Unavailability of a currency</i>)	Quotation Day 3.00 p.m.	Quotation Day 3.00 p.m.	Quotation Day 3.00 p.m.	Quotation Day 3.00 p.m.
Initial ACF Agent gives notice in accordance with Clause 6.2 (<i>Unavailability of a currency</i>)	Quotation Day 5.00 p.m.	Quotation Day 5.00 p.m.	Quotation Day 5.00 p.m.	Quotation Day 5.00 p.m.
EURIBOR, LIBOR, STIBOR, NIBOR is fixed	Quotation Day as at 11.00 a.m. Brussels time in respect of EURIBOR	Quotation Day as at 11.00 a.m. London time in respect of STIBOR	Quotation Day as at 11.00 a.m. London time in respect of NIBOR	Quotation Day as at 11.00 a.m. London time in respect of LIBOR

	Loans in euro (Base Currency)	Loans in SEK	Loans in NOK	Loans in other currencies
Base Reference Bank Rate calculated by reference to available quotations in accordance with Clause 14.2 <i>(Calculation of Base Reference Bank Rate)</i>	Noon on the Quotation Day	Noon on the Quotation Day	Noon on the Quotation Day	Noon on the Quotation Day

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

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

Schedule 6
Form of Increase Confirmation

To: [●] as Initial ACF Agent
Cc: The Borrower Security Group Agent
From: [●] (the “**Increase Lender**”)
Dated:

[Borrower] – [●] Initial Authorised Credit Facilities Agreement
dated [●] (the “Facilities Agreement”)

- 1 We refer to the Facilities Agreement and to the Borrower STID. This agreement (the “**Agreement**”) shall take effect as an Increase Confirmation for the purpose of the Facilities Agreement. Terms defined in the Facilities 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 Facilities 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 Initial ACF Lender under the Facilities Agreement.
- 4 The proposed date on which the increase in relation to the Increase Lender and the Relevant Commitment is to take effect (the “**Increase Date**”) is [●].
- 5 On the Increase Date, the Increase Lender becomes:
 - (a) party to the relevant Initial ACF Finance Documents (other than the Borrower STID) as a Lender; and
 - (b) party to the Borrower STID as a Lender.
- 6 The Facility Office and address, fax number, electronic mail address and attention details for notices to the Increase Lender for the purposes of Clause 30 (*Notices*) are set out in the Schedule.
- 7 The Increase Lender expressly acknowledges the limitations on the Lenders’ obligations referred to in Clause 2.2.6.
- 8 The Increase Lender confirms that it is not a Sponsor Affiliate.
- 9 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.
- 10 This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 11 This Agreement has been entered into on the date stated at the beginning of this Agreement.

THE SCHEDULE

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

[insert relevant details]

[Facility office address, fax number, electronic mail 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 Facilities Agreement by the Agent and the Increase Date is confirmed as [●].

[Initial ACF Agent]

By:

Schedule 7
Forms of Notifiable Debt Purchase Transaction Notice

Part 1

Form of Notice on Entering into Notifiable Debt Purchase Transaction

To: [●] as Initial ACF Agent

From: [●] as Lender

Dated:

**Caruna Networks Oy – [●] Initial Authorised Credit Facilities Agreement dated [●]
(the “Facilities Agreement”)**

- 1** We refer to Clause 22.2.2 of the Facilities Agreement. Terms defined in the Facilities Agreement have the same meaning in this notice unless given a different meaning in this notice.
- 2** We have entered into a Notifiable Debt Purchase Transaction.
- 3** The Notifiable Debt Purchase Transaction referred to in paragraph 2 above relates to the amount of our Commitment(s) as set out below.

Commitment	Amount of our Commitment to which Notifiable Debt Purchase Transaction relates (Base Currency)
Term Loan Commitment	€[insert amount (of that Commitment) to which the relevant Debt Purchase Transaction applies]

[The Lender]

By:

Part 2
Form of Notice on Termination of Notifiable Debt Purchase
Transaction/Notifiable Debt Purchase Transaction Ceasing to be with Permitted
Debt Purchase Party

To: [●] as Initial ACF Agent

From: [●] as Lender

Dated:

Caruna Networks Oy – [●] Initial Authorised Credit Facilities Agreement dated [●]
(the “Facilities Agreement”)

- 1** We refer to Clause 22.2.3 of the Facilities Agreement. Terms defined in the Facilities Agreement have the same meaning in this notice unless given a different meaning in this notice.
- 2** A Notifiable Debt Purchase Transaction which we entered into and which we notified you of in a notice dated [●] has [terminated]/[ceased to be with a Sponsor Affiliate].³
- 3** The Notifiable Debt Purchase Transaction referred to in paragraph 2 above relates to the amount of our Commitment(s) as set out below.

Commitment	Amount of our Commitment to which Notifiable Debt Purchase Transaction relates (Base Currency)
[Term Loan Commitment	€[insert amount (of that Commitment) to which the relevant Debt Purchase Transaction applies]

[The Lender]

By:

³ Delete as applicable.

Schedule 8
Form of Resignation Letter

To: [●] as Initial ACF Agent

From: [resigning Borrower] and [Borrower Security Group Agent]

Dated: [●]

Dear Sirs

€[●] Initial Authorised Credit Facilities Agreement
dated [●] (the “Facilities Agreement”)

- 1** We refer to the Facilities Agreement. This is a Resignation Letter. Terms defined in the Facilities Agreement have the same meaning in this Resignation Letter unless given a different meaning in this Resignation Letter.
- 2** Pursuant to Clause 23.3 (*Resignation of a Borrower*), we request that [*resigning Borrower*] be released from its obligations as a Borrower under the Facilities Agreement and the Borrower Finance Documents.
- 3** We confirm that:
 - (a) no Default is continuing or would result from the acceptance of this request; and
 - (b) this request is given in relation to a Third Party Disposal of [*resigning Borrower*].
- 4** This Resignation Letter 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 letter.
- 5** This Resignation Letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

[Borrower Security Group Agent]

[resigning Borrower]

By:

By:

Signatories

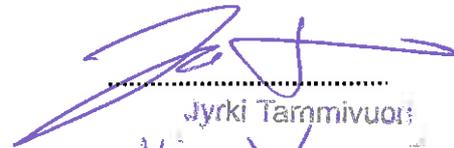
The Company and Borrower Security Group Agent

**EXECUTED by CARUNA
NETWORKS OY**

acting by

Authorised Attorney

Authorised Attorney



Jyrki Tammivuori



Caruna Oy

EXECUTED by CARUNA OY

acting by

Authorised Attorney

Authorised Attorney

}



.....
Jyrki Tammivuori
.....
Handwritten signature of Hans Hans

Caruna Espoo Oy

EXECUTED by CARUNA ESPOO OY

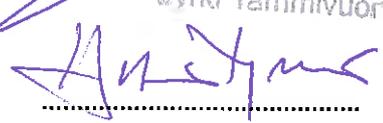
acting by

Authorised Attorney

Authorised Attorney

}



.....
Jyrki Tammivuori
.....

.....

Initial ACF Arrangers

EXECUTED on behalf of **BNP
PARIBAS FORTIS S.A./N.V.**

}

acting by

Authorised Signatory

Authorised Signatory



~~Thomas Beaumont~~
Co-Head of Brussels-Paris
Project Finance EMEA Hub



.....
Xavier D'HARVENG
Head of Financing Solutions EMEA
Corporate & Institutional Banking

Initial ACF Arranger

**EXECUTED on behalf of CIBC WORLD
MARKETS PLC**

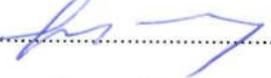
}

acting by

Authorised Signatory

Authorised Signatory


.....
Stefan Vatchev
Director


.....
Sarah Heavey
Executive Director

Initial ACF Arranger

**EXECUTED on behalf of CITIGROUP
GLOBAL MARKETS LIMITED**

}

acting by

Authorised Signatory



**Rapheal Mun
Director**

Initial ACF Arranger

EXECUTED on behalf of
COMMONWEALTH BANK OF
AUSTRALIA

}



acting by JOHN RUSSELL

Authorised Signatory

.....

Initial ACF Arranger

**EXECUTED on behalf of EXPORT
DEVELOPMENT CANADA**

}

acting by

Authorised Signatory

Authorised Signatory



James Babbitt
Principal, Extractive Industries/
Structured and Project Finance



Guillermo Freire
Director, Power & Utilities
Structured and Project Finance

Initial ACF Arranger

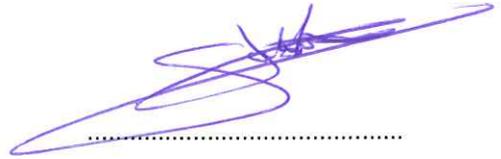
EXECUTED on behalf of ING
BELGIUM SA/NV

acting by

Authorised Attorney

}

Peter Sadeh



Dimitri Van Soem


Initial ACF Arranger

EXECUTED on behalf of **POHJOLA
BANK PLC**

}

acting by

Authorised Signatory



.....
Olli-Pekka Nurmenniemi

Authorised Signatory



.....
Merja Ihalainen

Initial ACF Arranger

EXECUTED on behalf of RBC
EUROPE LIMITED

}

acting by

Authorised Signatory


.....

Neer Patel
Vice President

Authorised Signatory

.....

Initial ACF Arranger

EXECUTED on behalf of **THE ROYAL
BANK OF SCOTLAND PLC**

‘
}
’

acting by

Authorised Signatory



RAUL NYKOPP

.....

Authorised Signatory

.....

Initial ACF Arranger

**EXECUTED on behalf of
SCOTIABANK (IRELAND) LIMITED**

}

acting by

Authorised Signatory

Authorised Signatory



.....



.....

**Mark Allen
Company Secretary**

Initial ACF Arranger

EXECUTED on behalf of
**SKANDINAVISKA ENSKILDA
BANKEN AB (PUBL)**

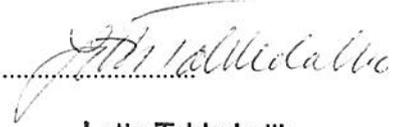
}

acting by

Authorised Signatory



Juuso Lindberg



Lotta Tahkokallio

Initial ACF Arranger

EXECUTED on behalf of **SUMITOMO
MITSUI BANKING CORPORATION,
BRUSSELS BRANCH**

}

acting by

Authorised Signatory



.....

Authorised Signatory



.....
Takahiro Teranaka
Assistant General Manager

Initial ACF Agent

EXECUTED on behalf of RBC
EUROPE LIMITED



acting by

Authorised Signatory



SIMON HILTON
AUTHORISED SIGNATORY

A handwritten signature in blue ink, appearing to read 'Simon Hilton', written over a horizontal dotted line.

Authorised Signatory



ROBERT BELL
AUTHORISED SIGNATORY

A handwritten signature in black ink, appearing to read 'Robert Bell', written over a horizontal dotted line.

Original Initial ACF Lender

EXECUTED on behalf of **BNP
PARIBAS FORTIS S.A./N.V.**

}

acting by

Authorised Signatory

Authorised Signatory

~~Thomas Beaumont~~
~~Co-Head of Brussels-Paris~~
~~Project Finance EMEA Hub~~

Xavier D'HARVENG
Head of Financing Solutions EMEA
Corporate & Institutional Banking

Original Initial ACF Lender

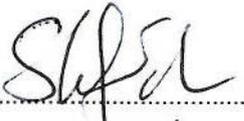
EXECUTED on behalf of **CIBC WORLD
MARKETS PLC**

}

acting by

Authorised Signatory

Authorised Signatory


.....
Stefan Vatchev
Director


.....
Sarah Heavey
Executive Director

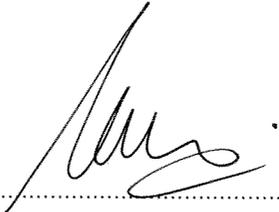
Original Initial ACF Lender

**EXECUTED on behalf of CITIBANK
N.A., LONDON BRANCH**



acting by

Authorised Signatory



.....
**Rapheal Mun
Director**

Original Initial ACF Lender

EXECUTED on behalf of
COMMONWEALTH BANK OF
AUSTRALIA

}

acting by JOHN RUSSELL



Authorised Signatory

.....

Original Initial ACF Lender

EXECUTED on behalf of **EXPORT
DEVELOPMENT CANADA**

}

acting by

Authorised Signatory

Authorised Signatory


James Babbitt
Principal, Extractive Industries/
Structured and Project Finance


Guillermo Freire
Director, Power & Utilities
Structured and Project Finance

Original Initial ACF Lender

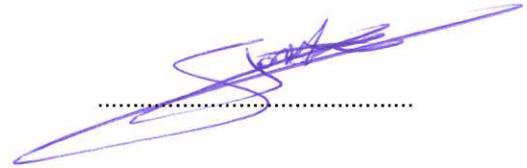
EXECUTED on behalf of ING
BELGIUM SA/NV

}

acting by

Authorised Attorney

Pieter Saska

A handwritten signature in blue ink, appearing to be 'Pieter Saska', written over a horizontal dotted line.

Dimitri Van Soens

A handwritten signature in blue ink, appearing to be 'Dimitri Van Soens', written below the name.

Original Initial ACF Lender

EXECUTED on behalf of **POHJOLA
BANK PLC**

}

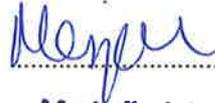
acting by

Authorised Signatory



.....
Olli-Pekka Nurmenniemi

Authorised Signatory



.....
Merja Ihalainen

Original Initial ACF Lender

EXECUTED on behalf of RBC
EUROPE LIMITED

}

acting by

Authorised Signatory


.....

Neer Patel
Vice President

Authorised Signatory

.....

Original Initial ACF Lender

EXECUTED on behalf of **THE ROYAL
BANK OF SCOTLAND PLC**

’
}
’

acting by

Authorised Signatory



RAUL NYKOPP

.....

Authorised Signatory

.....

Original Initial ACF Lender

**EXECUTED on behalf of
SCOTIABANK (IRELAND) LIMITED**

}

acting by

Authorised Signatory

Authorised Signatory



.....



.....

**Mark Allen
Company Secretary**

Original Initial ACF Lender

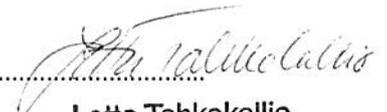
EXECUTED on behalf of
**SKANDINAVISKA ENSKILDA
BANKEN AB (PUBL)**

}

acting by

Authorised Signatory


.....
Juuso Lindberg


.....
Lotta Tahkokallio

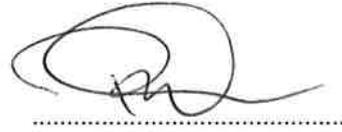
Original Initial ACF Lender

EXECUTED on behalf of **SUMITOMO
MITSUI BANKING CORPORATION,
BRUSSELS BRANCH**

}

acting by

Authorised Signatory



.....

Authorised Signatory



.....
Takahiro Teranaka
Assistant General Manager

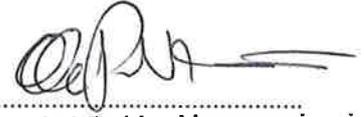
Overdraft Facility Lender

EXECUTED on behalf of **POHJOLA
BANK PLC**

}

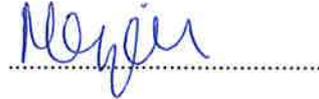
acting by

Authorised Signatory



Olli-Pekka Nurmenniemi

Authorised Signatory



Merja Ihalainen