

Additional Facility Notice

To: **KROLL AGENCY SERVICES LIMITED** as Agent

KROLL TRUSTEE SERVICES LIMITED as Security Agent

From:

PLUTUS BIDCO LIMITED, a limited liability company incorporated under the laws of Jersey with registration number 141937 and having its registered office at 22 Grenville Street, St. Helier, JE4 8PX, Jersey as the Company and Obligors' Agent

PLUTUS MIDCO LIMITED, a limited liability company incorporated under the laws of Jersey with registration number 141938 and having its registered office at 22 Grenville Street, St. Helier, JE4 8PX, Jersey as the Original Third Party Security Provider

The Lenders identified on the signature pages to this Additional Facility Notice as Additional Unitranche Facility Lenders

The Lenders identified on the signature pages to this Additional Facility Notice as Alternative Additional Unitranche Facility Lenders

The Lenders identified on the signature pages to this Additional Facility Notice as HPS CAR Facility Lenders

The Lenders identified on the signature pages to this Additional Facility Notice as Cash Confirm CAR Facility Lenders

The Lenders identified on the signature pages to this Additional Facility Notice as Existing Ares Unitranche Lenders

Dated: 6 January 2023

Project Clyde - Facilities Agreement dated 17 August 2022 between, among others, Plutus Bidco Limited as the Company, Kroll Agency Services Limited as the Agent and Kroll Trustee Services Limited as the Security Agent (as amended and restated from time to time) (the "Facilities Agreement")

1. We refer to the Facilities Agreement. This is an Additional Facility Notice (the "**Additional Unitranche Facility Notice**") in respect of an Additional Facility to be made available as a new term facility (the "**Additional Unitranche Facility**"). Terms defined in the Facilities Agreement have the same meaning in this Additional Unitranche Facility Notice unless given a different meaning in this Additional Unitranche Facility Notice.

Certain Defined Terms

2. In this Additional Unitranche Facility Notice:

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

"Act" means the Companies Act 2006.

"Certain Funds Period" means the period from (and including) the date of this Additional Unitranche Facility Notice to (and including) 11.59 p.m. on the earliest to occur of:

- (a) where the Clyde Acquisition proceeds by way of a Scheme, the date on which the Scheme lapses (including, subject to exhausting any rights of appeal, if a relevant court refuses to sanction the Scheme), terminates or is withdrawn with the approval of the Panel in writing in each case, in accordance with its terms in the Rule 2.7 Announcement or other Scheme Document (other than where such lapse, termination or withdrawal is: (i) as a result of the exercise of Clyde Bidco's right to effect a switch from the Scheme to an Offer and Clyde Bidco has announced the same in accordance with the requirements of Paragraph 8 of Appendix 7 to the City Code, and such Offer has not lapsed or been withdrawn; or (ii) followed promptly by a firm intention announcement (under Rule 2.7 of the City Code) made by Clyde Bidco or a person acting in concert with Clyde Bidco (as defined in the City Code) to implement the Clyde Acquisition by a different Scheme or Offer on substantially the same or improved terms, and such announcement is made within five (5) Business Days of such lapse, termination or withdrawal);
- (b) where the Clyde Acquisition is to be consummated pursuant to an Offer, the date on which the Offer lapses, terminates or is withdrawn in writing in accordance with its terms (other than where such lapse, termination or withdrawal is: (i) as a result of the exercise of Clyde Bidco's right to effect a switch from the Offer to a Scheme and Clyde Bidco has announced the same in accordance with the requirements of Paragraph 8 of Appendix 7 to the City Code, and such Scheme has not lapsed or been withdrawn; or (ii) followed promptly by a firm intention announcement (under Rule 2.7 of the City Code) made by Clyde Bidco or a person acting in concert with Clyde Bidco (as defined in the City Code) to implement the Clyde Acquisition by a different Offer or Scheme on substantially the same or improved terms, and such announcement is made within five (5) Business Days of such lapse, termination or withdrawal);
- (c) the date falling twenty (20) Business Days after (and excluding) the date of this Additional Unitranche Facility Notice, to the extent that a firm intention announcement (under Rule 2.7 of the City Code) made by Clyde Bidco or a person acting in concert with Clyde Bidco (as defined in the City Code) to implement the Clyde Acquisition by a Scheme or Offer has not been made on or prior to such date; and
- (d) the date falling sixty (60) days after (and excluding) the longstop date (howsoever defined) in a firm intention announcement (under Rule 2.7 of the City Code) made by Clyde Bidco or a person acting in concert with Clyde Bidco (as defined in the City Code) to implement the Clyde Acquisition by a Scheme or Offer,

or, in each case, such later time and date as agreed by the Additional Unitranche Facility Lenders (acting reasonably and in good faith) **provided that** (x) for the avoidance of doubt, a switch from a Scheme to an Offer or from an Offer to a Scheme (or, for the avoidance of doubt, any amendments to the terms or conditions of a Scheme or an Offer) shall not constitute a lapse, termination or withdrawal for the purposes of this definition, and (y) so long as the Effective Date has occurred on or before such date, the Certain Funds Period shall automatically be extended to (1) where the Clyde Acquisition proceeds by way of a Scheme, the date falling three (3) Months after the Clyde

Closing Date, and (2) where the Clyde Acquisition is to be consummated pursuant to an Offer, the date falling six (6) Months following the Clyde Closing Date.

"**City Code**" means the UK City Code on Takeovers and Mergers, as administered by the Panel, as may be amended from time to time.

"**Clyde Acquisition**" means the acquisition of Target Shares pursuant to a Scheme or an Offer and, if applicable, a Squeeze-Out or any other acquisition of Target Shares by Clyde Bidco.

"**Clyde Acquisition Documents**" means the 2.7 Announcement, the Scheme Documents and/or the Offer Document(s) and any other document designated in writing as a Clyde Acquisition Document by the Obligors' Agent and the Agent.

"**Clyde Bidco**" means Nucleus Clyde Acquisition Limited, a private limited company incorporated under the laws of England and Wales with company number 14553187 and having its registered office at Dunn's House, St Paul's Road, Salisbury, Wiltshire, United Kingdom, SP2 7BF.

"**Clyde Closing Date**" means the date which the Additional Unitranche Facility is first drawn and the proceeds are applied in payment to shareholders of the Target as required by the Offer or Scheme (as applicable) in accordance with the City Code.

"**Court**" means the High Court of Justice in England and Wales.

"**Effective Date**" means:

- (a) if the Clyde Acquisition is implemented by way of the Scheme, the date upon which the Scheme becomes effective pursuant to its terms, upon the delivery of a copy of the order of the Court sanctioning the Scheme pursuant to section 899 of the Act to the Registrar of Companies for England and Wales (the "**Scheme Effective Date**"); or
- (b) if the Clyde Acquisition is implemented by way of an Offer, the date on which the Offer has been declared or has become unconditional in all respects in accordance with the requirements of the City Code.

"**Minimum Acceptance Condition**" means, in relation to an Offer, an Acceptance Condition of not less than seventy-five (75) per cent. of the voting rights exercisable at a general meeting of the Target (at the time the Offer becomes or is declared unconditional as to acceptances), including for this purpose any voting rights attaching to Target Shares that are unconditionally allotted or issued before the Offer becomes or is declared unconditional as to acceptances, whether pursuant to the exercise of any outstanding subscription rights or conversion rights or otherwise.

"**Offer**" means the takeover offer (as defined in section 974 of the Act) by Clyde Bidco in accordance with the City Code to acquire the entire issued share capital of the Target (within the meaning of section 975 of the Act) pursuant to the Offer Document(s) (excluding the Rule 2.7 Announcement).

"**Offer Document(s)**" means the Rule 2.7 Announcement, the offer document(s) dispatched to shareholders of the Target setting out the terms and conditions of an Offer.

"Offer Price" means the price per Target Share payable by Clyde Bidco for any acquisition of the Target Shares set out in the Rule 2.7 Announcement, the Scheme Document(s) and/or the Offer Document(s) (as applicable).

"Panel" means The Panel on Takeovers and Mergers.

"Rule 2.7 Announcement" means the press release made by or on behalf of Clyde Bidco announcing its firm intention to implement a Scheme or, as the case may be, make an Offer, in each case in accordance with Rule 2.7 of the City Code.

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

"Scheme Document(s)" means the Rule 2.7 Announcement, the document (and any supplemental document) to be sent to (among others) the Target shareholders containing and setting out, among other things, the full terms and conditions of the Scheme, the explanatory statement required by section 897 of the Act and containing the notices convening the required court meeting and general meeting.

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

"Target" means Curtis Banks Group PLC.

"Target Group" means the Target and its Subsidiaries.

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

Additional Unitranche Facility

3. We have agreed with the following institutions (the **"Additional Unitranche Facility Lenders"**) in respect of the Additional Facility Commitments under the Additional Unitranche Facility detailed in this Additional Unitranche Facility Notice that they will provide Additional Facility Commitments as follows:

Name of Additional Unitranche Facility Lender	Existing Lender (yes/no)	Additional Facility Commitment (£)
Ares Capital Europe V (E) Investments S.à r.l.	No	51,560,535.06
Ares Capital Europe V (G) Investments S.à r.l.	No	11,995,320.81

Ares Capital Europe V (E) Assets S.à r.l.	No	95,381,382.28
Ares Capital Europe V (G) Assets S.à r.l.	No	6,062,761.85
Total		£165,000,000

4. We have agreed with the following institutions (the "**Alternative Additional Unitranche Facility Lenders**") in respect of the Alternative Additional Facility Commitments (as defined in the Facilities Agreement as amended by this Additional Facility Notice) that their Alternative Additional Facility Commitments are as follows:

Name of Alternative Additional Unitranche Facility Lender	Existing Lender (yes/no)	Alternative Additional Facility Commitment (£)
Ares Capital Europe V (E) Investments S.à r.l.	No	23,358,484.82
Ares Capital Europe V (G) Investments S.à r.l.	No	5,434,243.82
Ares Capital Europe V (E) Assets S.à r.l.	No	43,210,656.52
Ares Capital Europe V (G) Assets S.à r.l.	No	2,746,614.84
Ares Capital Europe IV (E) Assets S.à r.l.	Yes	18,017,701.83
Ares Capital Europe IV (E) Investments S.à r.l.	Yes	5,634,305.06
Ares Capital Europe IV (G) Assets S.à r.l.	Yes	1,613,626.68
Ares Capital Europe IV (G) Investments S.à r.l.	Yes	1,595,469.63

Ares Credit Strategies Feeder III UK, L.P.	Yes	20,000,000.00
Ares CSF Holdings S.à r.l.	Yes	1,111,112.06
Ares ECSF IV (M) Holdings S.à r.l.	Yes	1,666,668.13
Ares ECSF VI (B) Holdings S.à r.l.	Yes	2,222,224.26
Ares ECSF VII (P) Holdings S.à r.l.	Yes	13,500,000.00
Ares ECSF XI (S) Holdings S.à r.l.	No	5,000,000.00
Ares ECSF XII (Z) (E) Holdings S.à r.l.	No	10,000,000.00
Chubb European Group SE	Yes	3,333,336.31
SA Luxembourg 1 Limited	Yes	555,556.04
VG ACM EU PD S.à r.l.	No	6,000,000.00
Total		£165,000,000

5. We have agreed with the institutions identified in the table below (the "**Cash Confirm CAR Facility Lenders**") that they shall severally procure (in the proportions set out below) that, subject to and in accordance with the terms and conditions set out in the Facilities Agreement (as amended and/or varied by this Additional Facility Notice), in respect of any Clyde CAR Agreed Certain Funds Utilisation, the Available Commitments under the CAR Facility that are held by the Existing Ares Unitranche Lenders (the "**Ares CAR Facility Commitments**") that are requested to be funded pursuant to such Clyde CAR Agreed Certain Funds Utilisation shall be duly funded on the applicable Utilisation Date *provided that*:
- (i) the Cash Confirm CAR Facility Lenders shall have complied with their obligations under this Clause 5 in respect of any such Clyde CAR Agreed Certain Funds Utilisation if the Existing Ares Unitranche Lenders fund in aggregate the requested Ares CAR Facility Commitments (net of any fees agreed with the Company) on

the applicable Utilisation Date in accordance with the terms of the Facilities Agreement; and

- (ii) notwithstanding sub-paragraph (i) above, in the event that, in respect of any such Clyde CAR Agreed Certain Funds Utilisation, the Existing Ares Unitranche Lenders in aggregate fund less than the requested Ares CAR Facility Commitments (net of any fees agreed with the Company) on the applicable Utilisation Date in accordance with the terms of the Facilities Agreement (such difference being a "**CAR Shortfall**"), the Cash Confirm CAR Facility Lenders shall fund the CAR Shortfall in accordance with the relevant Utilisation Request on the applicable Utilisation Date in accordance with the terms of the Facilities Agreement in the proportions set out below:

Name of Cash Confirm CAR Facility Lender	%
Ares Capital Europe V (E) Investments S.à r.l.	31.25%
Ares Capital Europe V (G) Investments S.à r.l.	7.27%
Ares Capital Europe V (E) Assets S.à r.l.	57.81%
Ares Capital Europe V (G) Assets S.à r.l.	3.67%

6. The Additional Unitranche Facility will be established on the following terms:

Borrower: The Company.

Guarantors: As per the Unitranche Facility.

Base Currency: As per the Unitranche Facility.

Other available/Optional Currencies (if any, as applicable): As per the Unitranche Facility.

Purpose: The proceeds of each Loan under the Additional Unitranche Facility (the "**Additional Unitranche**

Facility Loans") are to be applied in or towards (directly or indirectly):

- (a) financing consideration payable for the Clyde Acquisition (including in respect of the acquisition of Target Shares pursuant to a Scheme or an Offer and, if applicable a Squeeze-Out or any other acquisition of Target Shares by Clyde Bidco or other payments in connection with, related to or in lieu of such acquisition);
- (b) refinancing or otherwise discharging indebtedness of the Target Group (the "**Existing Facilities**") and paying any breakage costs, redemption premium, make-whole costs and other fees, costs and expenses payable in connection with such refinancing and/or discharge of the Existing Facilities (the "**Refinancing**");
- (c) financing or refinancing other related amounts, including fees, costs, taxes (including stamp duty) and expenses incurred in connection with the Clyde Acquisition, the Refinancing and/or the Transaction Documents; and/or
- (d) any other purpose contemplated by the Clyde Tax Structure Memorandum or the Clyde Funds Flow Statement.

Additional conditions to drawdown (including any Agreed Certain Funds Period and related conditions if any):

The Additional Unitranche Facility will be provided on a certain funds basis in accordance with the provisions set out in Clause 4.6 (*Utilisations during the Agreed Certain Funds Period*) of the Facilities Agreement on the basis that:

- (a) the "*Agreed Certain Funds Obligors*" will be the Company and Clyde Bidco;
- (b) the "*Agreed Certain Funds Period*" will be the Availability Period for the Additional Unitranche Facility described in this Additional Unitranche Facility Notice below; and
- (c) an "*Agreed Certain Funds Utilisation*" will be a reference to a Utilisation made or to be made under the Additional Unitranche Facility,

as designated in the Utilisation Request to be delivered in relation to the Additional Unitranche Facility substantially in the form set out in Part I (*Agreed Form Utilisation Request*

(Additional Unitranche Facility)) of Schedule 2 (Agreed Form Utilisation Requests).

The Additional Unitranche Facility Lenders will only be obliged to comply with Clause 5.4 (*Lenders' Participation*) of the Facilities Agreement in relation to a Utilisation of the Additional Unitranche Facility if on or before the Utilisation Date for that Utilisation the Agent (acting on the instructions of the Majority Lenders participating in the Additional Unitranche Facility) has received or waived the requirement to receive all of the documents and evidence referred to in Part II (*Conditions Precedent to the Clyde Closing Date*) of Schedule 1 (*Conditions Precedent*), it being acknowledged and agreed that the Agent has received all of the documents and evidence referred to in Part I (*Conditions Precedent to Signing*) of Schedule 1 (*Conditions Precedent*) in form and substance satisfactory to it and that these are irrevocably satisfied conditions precedent to the making of any Utilisation. The Agent shall notify the Company and the Additional Unitranche Facility Lenders upon being so satisfied.

The Agent hereby confirms that the know your customer or other similar checks required pursuant to the provisions of paragraph (e)(iii) of Clause 2.2 (*Additional Facility*) of the Facilities Agreement are complete.

Margin:

In relation to the Additional Unitranche Facility, 7.00 per cent. per annum, but if:

- (a) no Margin Event of Default has occurred and is continuing;
- (b) in relation to the Additional Unitranche Facility, a period of at least nine (9) Months has expired since the Clyde Closing Date; and
- (c) the Consolidated Senior Secured Net Leverage Ratio in respect of the most recently completed Relevant Period ending on a Quarter Date is within a range set out below,

then the margin for each Loan under the Additional Unitranche Facility will be the percentage per annum set out below in the column opposite that range (with no limits on the reduction or increase to be effected on any single reset date):

Consolidated Senior Secured Net Leverage Ratio	Additional Unitranche Facility Margin (per cent. per annum)
Greater than 9.25:1	7.75%
Equal to or less than 9.25:1 but greater than 6.50:1	7.50%
Equal to or less than 6.50:1 but greater than 5.50:1	7.25%
Equal to or less than 5.50:1 but greater than 5.00:1	7.00%
Equal to or less than 5.00:1 but greater than 4.50:1	6.75%
Equal to or less than 4.50:1 but greater than 4.00:1	6.50%
Equal to or less than 4.00:1	6.25%

Otherwise, as per the Unitranche Facility.

PIK Toggle:

As per the Unitranche Facility, save that an additional interest amount of 0.25% per annum for the Interest Period to which the PIK Toggle Option applies on the relevant Additional Unitranche Facility Loan to which the PIK Toggle Option applies, shall apply to each 1.00% per annum of Margin which constitutes the PIK Portion in respect of the Additional Unitranche Facility and such additional interest amount shall be paid in kind and capitalised on the last day of the relevant Interest Period and thereafter treated as increasing the principal amount of the relevant Loan on which it accrues **provided that** the amount of the proposed PIK Portion in respect of the Additional Unitranche Facility must be a

minimum amount of 1.00% per annum of Margin and integral multiples of 1.00% per annum of Margin.

For the avoidance of doubt, the Borrower may exercise the PIK Toggle Option in respect of the Additional Unitranche Facility with no corresponding requirement to exercise the PIK Toggle Option in respect of the Unitranche Facility (unless it so elects in its sole discretion) and the Borrower may exercise the PIK Toggle Option in respect of the Unitranche Facility with no corresponding requirement to exercise the PIK Toggle Option in respect of the Additional Unitranche Facility (unless it so elects in its sole discretion).

Benchmark Rate Floor: Zero floor.

Maximum number of Additional Unitranche Facility Loans: Ten (10).

Notice period for drawdown of Additional Unitranche Facility Loans: U-12 calendar days, provided that (a) if "U" is not a Business Day, the Utilisation will be made available on the immediately preceding Business Day, (b) notice of an intended utilisation is given by the Company to the Agent for information purposes only not later than 12:00 p.m. (*London time*) 12 Business Days prior to such Utilisation Date, and (c) the date of submission of the Utilisation Request must be a Business Day.

Commitment Fee: None.

Call protection: As per the Unitranche Facility, only for the first twenty four (24) months from the Clyde Closing Date and applicable solely to a voluntary prepayment or a prepayment made in connection with a Change of Control, Sale or Listing, set as follows:

Time Period	Prepayment Fee
From the Clyde Closing Date to (but excluding) the date falling 12 months from the Clyde Closing Date (the " First Call Date ")	Make-Whole Premium
From (and including) the First Call Date to (but excluding) the date falling 24 months from the Clyde	1.00%

Closing Date (the "**Second Call Date**")

From the Second Call Date and thereafter	No prepayment fee shall be payable
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Notwithstanding the foregoing, (a) no prepayment fee shall apply to (i) amounts of principal comprising previously accrued and capitalised interest, or (ii) any amount which is refinanced or otherwise replaced by commitments arranged by, managed or made available (howsoever described) by the Lenders and/or their Affiliates and Related Funds, and (b) up to ten (10) per cent. of the aggregate principal amount of the Additional Unitranche Facility may be prepaid per annum at par.

For the avoidance of doubt, paragraphs (c) and (e) of Clause 11.4 (*Voluntary Prepayment of Term Loans*) of the Facilities Agreement shall apply to this Additional Unitranche Facility Notice *mutatis mutandis*, as if references in those Clauses to the Unitranche Facility were references to the Additional Unitranche Facility.

No other call protection or prepayment fees (or other restrictions on prepayment or cancellation).

For the avoidance of doubt, there shall be no reset of the call protection under the existing Unitranche Facility or the CAR Facility in connection with the Additional Unitranche Facility.

Additional Facility The date of this Additional Unitranche Facility Notice.
Commencement Date:

Availability Period: The period from (and including) the Additional Facility Commencement Date to (and including) the last day of the Certain Funds Period.

Termination Date: As per the Unitranche Facility.

Repayment profile: As per the Unitranche Facility.

Amortisation schedule (if any) Not applicable (as per the Unitranche Facility (bullet repayment on the Termination Date)).

Mandatory prepayment provisions (if any):	As per the Unitranche Facility.
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Summary of security: As per the Unitranche Facility ranking *pari passu* with the other Senior Facilities.

Financial covenant (if applicable): The Additional Unitranche Facility Lenders shall have the benefit of the financial covenant referred to at paragraph (a) of Clause 26.2 (*Financial Covenant*) of the Facilities Agreement which shall be applicable to the Additional Unitranche Facility.

Transfers / Assignments: Subject to Clause 2.4 (*Alternative Lenders*) (as inserted into the amended Facilities Agreement in accordance with this Additional Facility Notice), on or prior to the end of the Availability Period for the Additional Unitranche Facility, the prior written consent of the Company (in its sole discretion) is required for any assignment, transfer (including by way of novation) or subparticipation in respect of the Additional Unitranche Facility. For the avoidance of doubt, the assumption of Commitments contemplated by (and subject to) Clause 2.4 (*Alternative Lenders*) (as inserted into the amended Facilities Agreement in accordance with this Additional Facility Notice) shall not require the prior written consent of the Company.

After the end of the Availability Period for the Additional Unitranche Facility, as per the Unitranche Facility.

Other: The Additional Unitranche Facility will, with effect on (and including) the Additional Facility Commencement Date, be a standalone Facility and such Additional Facility shall be designated as "*Unitranche Facility 2*" for the purposes of the Facilities Agreement and as "*Senior Lender Liabilities*" for the purposes of the Intercreditor Agreement.

The original Unitranche Facility will, with effect on (and including) the Additional Facility Commencement Date, be designated as "*Unitranche Facility 1*" for the purposes of the Facilities Agreement.

7. It is acknowledged and agreed by all the parties hereto that, as at the Applicable Test Date (as amended in accordance with this Additional Facility Notice) pro forma for the incurrence of the CAR Facility and the Additional Unitranche Facility in full and the proposed use of proceeds, the Consolidated Senior Secured Net Leverage Ratio does not exceed 6.50:1.
8. We confirm that each of the applicable conditions in paragraph (b) of Clause 2.2 (*Additional Facility*) of the Facilities Agreement are met at the date of this Additional Unitranche Facility Notice.
9. We confirm that the Clyde Acquisition constitutes a Permitted Acquisition as at the Additional Unitranche Facility Commencement Date.

10. The Company (for itself and on behalf of each Obligor) confirms with effect from (and including) the date of this Additional Unitranche Facility Notice that:
- (a) no Material Event of Default is continuing on the date of this Additional Unitranche Facility Notice;
 - (b) each Obligor accepts the Facilities Agreement (as amended, restated and/or supplemented by this Additional Unitranche Facility Notice);
 - (c) each Obligor is bound by the terms of the Facilities Agreement (as amended, restated and/or supplemented by this Additional Unitranche Facility Notice); and
 - (d) the guarantees and indemnities set out in Clause 23 (*Guarantee and Indemnity*) of the Facilities Agreement shall:
 - (i) continue to apply in full force and effect (notwithstanding the amendment, supplementation and/or increase of the Facilities Agreement effected by this Additional Facility Notice) in respect of the obligations of each Obligor under the Finance Documents; and
 - (ii) extend to any and all new obligations of any Obligor under the Finance Documents arising from the amendments and/or increases effected by this Additional Unitranche Facility Notice,

subject in each case to the Guarantee Limitations and the Agreed Security Principles.

11. The Original Third Party Security Provider and the Company (for itself and on behalf of each Obligor) confirm that, with effect from (and including) the date of this Additional Unitranche Facility Notice, subject to Guarantee Limitations and the Agreed Security Principles:
- (a) the liabilities and obligations (including any increase thereof) arising under the Facilities Agreement (as amended and/or supplemented by this Additional Facility Notice) shall form part of (but do not limit) the “Secured Obligations” as defined in the Intercreditor Agreement;
 - (b) any Security created by it under the Transaction Security Documents extends to the liabilities and obligations (and any increase thereof) of the Obligors under the Finance Documents (including as amended and/or supplemented by this Additional Facility Notice); and
 - (c) each Transaction Security Document to which it is a party and the Security created thereunder, continues in full force and effect under the terms of the relevant Transaction Security Documents and shall continue to secure the Secured Obligations (as defined in the Intercreditor Agreement) including, but not limited to, under this Additional Unitranche Facility Notice.

The Security Agent acknowledges and accepts the above confirmations.

12. For the avoidance of doubt, this Additional Unitranche Facility Notice shall not constitute or be construed as any form of novation, amendment, extension, release, replacement, restatement, supplement, modification or renewal of any Transaction Security Document.

Certain Additional Conditions, Representations and Undertakings

13. Conduct of the Scheme and/or Offer

- (a) Subject always to the Act and any applicable listing rules, Clyde Bidco shall:
- (i) if the Clyde Acquisition is being effected by way of the Scheme, within 60 days of the Scheme Effective Date procure (except to the extent prevented by law, regulation or a court) that such action as is necessary is taken to procure that the Target is re-registered as a private limited company as soon as reasonably practicable; and
 - (ii) if the Clyde Acquisition is being effected by way of an Offer, within 60 days of the later of (A) the Clyde Closing Date and (B) the date upon which Clyde Bidco (directly or indirectly) owns shares in Target (excluding any shares held in treasury), which, when aggregated with all other shares in Target owned directly or indirectly by Clyde Bidco, represent not less than 75 per cent. of the voting rights attributable to the capital of the Target which are then exercisable at a general meeting of the Target (excluding any shares held in treasury), procure (except to the extent prevented by law, regulation or a court) that such action as is necessary is taken to procure that the Target is re-registered as a private limited company as soon as reasonably practicable.
- (b) If the Clyde Acquisition is being effected by way of an Offer, where becoming entitled to do so, Clyde Bidco shall use all reasonable efforts to promptly (and in any event within the maximum time period prescribed by such actions) complete a Squeeze-Out.
- (c) Subject to any confidentiality, regulatory, legal or other restrictions relating to the supply of such information, the Company will keep the Agent informed as to any material developments in relation to the Clyde Acquisition and, in particular will from time to time if the Agent reasonably requests, give the Agent reasonable details as to the current level of acceptances for any Offer.
- (d) The Company shall provide to the Agent a copy of any Scheme Document (excluding the Rule 2.7 Announcement) or (as the case may be) any Offer Document (excluding the Rule 2.7 Announcement) dispatched to the shareholders of the Target by or on behalf of the Company promptly following such dispatch.
- (e) If the Certain Funds Period ends pursuant to paragraph (a) or (b) of the definition of "*Certain Funds Period*", Clyde Bidco shall promptly (and in any event within two (2) Business Days) notify the Agent.
- (f) The Company shall not make any public statement which refers to the Finance Documents and the financing of the Scheme or Offer which would be materially prejudicial to the interests of the Additional Unitranche Facility Lenders (taken as a whole) under the Finance Documents (other than any Rule 2.7 Announcement, any Scheme Document or any Offer Document), without the consent of the Majority Lenders under the Additional Unitranche Facility (not to be unreasonably withheld or delayed) unless required to do so by law or regulation or by the City Code, the Panel or the Court. For the avoidance of doubt, this paragraph shall not restrict the Company from making any disclosure that is required, permitted or customary in relation to the Finance Documents or the identity of the Finance Parties in any Rule 2.7 Announcement, any Scheme Document or any Offer Document, including (without limitation) making the Finance Documents publicly available on the websites of the Group and the Target Group in accordance with the requirements of the City Code,

or making any filings as required by law or its auditors or in its audited financial statements or in accordance with or in order to satisfy or comply with the terms of the Finance Documents.

14. Acquisition undertakings

- (a) Clyde Bidco shall not amend or waive any material term, condition or feature relating to the Clyde Acquisition from that set out in the draft Rule 2.7 Announcement delivered to the Agent in accordance with paragraph 4 of Part I (*Conditions Precedent to Signing*) of Schedule 1 (*Conditions Precedent*), in a manner or to the extent that would be materially prejudicial to the interests of the Additional Unitranche Facility Lenders (taken as a whole) under the Finance Documents, other than any amendment or waiver:
 - (i) required or requested by the Panel or the Court, or reasonably determined by Clyde Bidco as being necessary or desirable to comply with the requirements or requests (as applicable) of the City Code, the Panel or the Court or any other relevant regulatory body or applicable law or regulation;
 - (ii) to change the purchase price (or any amendment or waiver of any written agreement related thereto) in connection with the Clyde Acquisition;
 - (iii) extending the period in which holders of the shares in Target may accept the terms of the Scheme or, as the case may be, the Offer (including by reason of the adjournment of any meeting or court hearing);
 - (iv) to the extent it relates to any condition(s) to the Clyde Acquisition which Clyde Bidco reasonably considers that it would not be entitled, in accordance with Rule 13.5(a) of the City Code, to invoke so as to cause the Clyde Acquisition not to proceed, to lapse or to be withdrawn (and the other conditions to the Acquisition have been, or will contemporaneously be, satisfied or waived, as permitted under this paragraph (a));
 - (v) required to allow the Clyde Acquisition to switch from being effected by way of an Offer to a Scheme or from a Scheme to an Offer; and/or
 - (vi) made with the consent of the Majority Lenders under the Additional Unitranche Facility (such consent not to be unreasonably withheld, conditioned or delayed).
- (b) Unless otherwise agreed by the Super Majority Lenders under the Additional Unitranche Facility, if the Clyde Acquisition is effected by way of an Offer, Clyde Bidco shall not reduce the Acceptance Condition to lower than the Minimum Acceptance Condition.
- (c) Clyde Bidco shall comply in all material respects with the City Code (subject to any waiver or dispensation of any kind granted by the Panel or the requirements of the Court) and all applicable laws or regulations relating to the Clyde Acquisition, save where non-compliance would not be materially prejudicial to the interests of the Additional Unitranche Facility Lenders (taken as a whole) under the Finance Documents.
- (d) Clyde Bidco shall not take any steps as a result of which any Group Company is obliged to make a mandatory offer under Rule 9 of the City Code.

- (e) Except to the extent required by the City Code, the Panel or the Court, Clyde Bidco shall not, without the prior consent of the Majority Lenders under the Additional Unitranche Facility, modify the Rule 2.7 Announcement (except as permitted by paragraph (a) above unless prohibited by paragraph (b) above) from the draft Rule 2.7 Announcement delivered to the Agent in accordance with paragraph 4 of Part I (*Conditions Precedent to Signing*) of Schedule 1 (*Conditions Precedent*) in any manner which would be materially adverse to the interests of the Additional Unitranche Facility Lenders under the Finance Documents (taken as a whole) or otherwise contrary to the terms of this Additional Unitranche Facility Notice.
- (f) Clyde Bidco shall ensure that the Scheme Documents (excluding the Rule 2.7 Announcement), or if applicable, the Offer Documents (excluding the Rule 2.7 Announcement), are substantially consistent in all material respects with the terms of the Rule 2.7 Announcement together with any amendments or other changes which would be permitted under this paragraph 14.
- (g) For the avoidance of doubt, in the event that:
 - (i) Target has issued a Scheme Document, nothing in this Additional Unitranche Facility Notice shall prevent Clyde Bidco from subsequently proceeding with an Offer, provided that except as permitted by paragraph (b) above, the terms and conditions contained in the relevant Offer Documents include an Acceptance Condition of no lower than the Minimum Acceptance Condition; and
 - (ii) Clyde Bidco has issued an Offer Document, nothing in this Additional Unitranche Facility Notice shall prevent Clyde Bidco from subsequently proceeding with a Scheme.
- (h) The Company represents and warrants that, to its knowledge:
 - (i) any material written factual information (taken as a whole) provided by the Company (or on its behalf) or any other member of the Group in connection with the Clyde Acquisition (the "**Clyde Information**") is true and accurate in all material respects on the date the Clyde Information is dated (where applicable) and/or as at the date (if any) at which the Clyde Information therein is provided and/or stated to be given;
 - (ii) nothing has occurred or been omitted and no information has been given or withheld that results in the Clyde Information being untrue or misleading in any material respect in light of the circumstances under which such statements were or are made; and
 - (iii) any financial projections and forecasts contained in the Clyde Model have been prepared in good faith on the basis of recent historical information and on the basis of reasonable assumptions believed to be reasonable at the time (it being understood that such projections may be subject to significant uncertainties and contingencies, many of which are beyond the control of the Company, and that no assurance can be given that the projections will be realised).

Override

- 15. Notwithstanding any other term of this Additional Unitranche Facility Notice or any other Finance Document, prior to the Effective Date:

- (a) where the Company undertakes to procure compliance by members of the Target Group to any term of the Finance Documents or where any term of the Finance Documents is expressed directly or indirectly to apply to a member of the Target Group, such term, undertaking or requirement will be subject to all limitations and restrictions on the influence the Company may exercise as indirect shareholder of the Target (or the access it has to the relevant information in such capacity, as applicable) in accordance with any applicable securities law (including the rights and interests of minority shareholders of the Target and the corporate governance rules applicable to the Target Group) (and, for the avoidance of doubt, no breach of any such term, undertaking or requirement shall occur if having exercised all such influence, the relevant term, undertaking or requirement is nevertheless breached); and
- (b) no representations or undertakings shall be, in each case, given or deemed to be given by or apply to a member of the Target Group.

Consents

16. Notwithstanding any other term of the Finance Documents:

- (a) the Existing Ares Unitranche Lenders confirm, in their capacity as Majority Lenders under the Facilities Agreement, and the Additional Unitranche Facility Lenders and the Alternative Additional Unitranche Lenders also confirm, that none of the steps, transactions, reorganisation or events (however described) contemplated in connection with the Clyde Tax Structure Memorandum (other than any exit or cash repatriation steps set out therein) and the Clyde Acquisition Documents or the actions or intermediate steps necessary to implement any of those steps, transactions, actions or events shall directly or indirectly (or be deemed to) constitute, or result in, a breach of any representation and warranty or undertaking in the Finance Documents or result in the occurrence of an Event of Default and shall be expressly permitted under the terms of the Finance Documents;
- (b) the Existing Ares Unitranche Lenders further undertake and confirm, in their capacity as Majority Lenders under the Facilities Agreement and pursuant to Clause 41.2 (*Required Consents*) of the Facilities Agreement, and the Additional Unitranche Facility Lenders and the Alternative Additional Unitranche Lenders also confirm, their irrevocable and unconditional consent to, and approval of, each of the steps set out in, or any transaction or arrangement entered into pursuant to or in connection with, the Clyde Tax Structure Memorandum (other than any exit or cash repatriation steps set out therein) and the Clyde Acquisition Documents;
- (c) the Existing Ares Unitranche Lenders confirm, in their capacity as Majority Lenders under the Facilities Agreement, and the Additional Unitranche Facility Lenders and the Alternative Additional Unitranche Lenders also confirm, that the Clyde Acquisition is a Permitted Acquisition and shall be expressly permitted under the terms of the Finance Documents;
- (d) the Agent confirms (acting on behalf of the Majority Lenders under the Facilities Agreement), that the Clyde Acquisition shall constitute a Transformative Acquisition for the purposes of the Senior Facilities Agreement. The Agent acknowledges that on and from the Effective Date and, in accordance with paragraph (c) of Clause 26.2 (*Financial Covenant*) of the Facilities Agreement, the Senior Financial Covenant shall be reset to 10.00:1 and the Super Senior Financial Covenant shall be reset to 11.00:1;
- (e) the Existing Ares Unitranche Lenders further undertake and confirm, in their capacity as Majority Lenders under the Facilities Agreement and pursuant to Clause 41.2 (*Required*

Consents) of the Facilities Agreement, and the Additional Unitranche Facility Lenders and the Alternative Additional Unitranche Lenders also confirm, their irrevocable and unconditional consent to, and approval of the following variations to the interpretation of the Facilities Agreement, to apply solely from the Additional Unitranche Facility Commencement Date to the end of the Availability Period for the Additional Unitranche Facility (the “**Variation Period**”), solely for the purposes of the Clyde Acquisition:

- (i) paragraph (c) of the definition of "*Applicable Test Date*" in Clause 1.1 (*Definitions*) is deemed amended so as to:
 - (A) add the words "*or the CAR Facility*" after the words "*in relation to all or part of the applicable Additional Facility or other Financial Indebtedness*"; and
 - (B) add the following as new sub-paragraph (i):

"in connection with an acquisition to which the City Code or similar law or practices in other jurisdictions apply, the date on which a Rule 2.7 Announcement of a firm intention to make an offer or similar announcement or determination in another jurisdiction subject to laws similar to the City Code in respect of a target company is made in compliance with the City Code or similar laws or practices in other jurisdictions in relation to the making of such acquisitions";
- (ii) the definition of "*Major Default*" in Clause 1.1 (*Definitions*) is deemed to be amended (solely for the Variation Period and solely with respect to the Clyde Acquisition) so as to:
 - (A) in paragraph (a), add the words "*in relation to an amount of principal or interest in respect of the CAR Facility and Unitranche Facility 2 only*" after the words "*Clause 28.1 (Non-payment)*";
 - (B) in paragraph (d), add the words "*provided that paragraph (a) of Clause 28.6 (Insolvency) shall be deemed to apply in relation to groups of creditors only*" after the words "*Clause 28.6 (Insolvency)*";
 - (C) in paragraph (e), add the words "*provided that paragraph (iv) of Clause 28.7 (Insolvency Proceedings) shall be deemed deleted*" after the words "*Clause 28.7 (Insolvency Proceedings)*";
 - (D) in paragraph (f), add the words "*provided that Clause 28.9 (Similar Events Elsewhere) shall be deemed amended so as to replace the words '28.8 (Creditors' Process)' with the words '28.7 (Insolvency Proceedings)'*" after the words "*Clause 28.9 (Similar Events Elsewhere)*"; and
 - (E) in paragraph (g), add the words "*provided that Clause 28.10 (Unlawfulness and Invalidity) shall be deemed amended so as to add the word 'material' before the words 'obligations under the Finance Documents'*" after the words "*Clause 28.10 (Unlawfulness and Invalidity)*"; and

- (iii) the definition of "*Major Representation*" in Clause 1.1 (*Definitions*) is deemed to be amended (solely for the Variation Period and solely with respect to the Clyde Acquisition) so as to delete paragraph (c) in relation to Clause 24.4 (*Non-conflict with Other Obligations*) in its entirety;
- (iv) sub-paragraph (a)(ii)(C) of Clause 4.6 (*Utilisations during the Agreed Certain Funds Period*) is deemed to be amended so as to read as follows:

*"it is not unlawful for a Lender to make or to allow to remain outstanding its participation in the requested Agreed Certain Funds Utilisation or to perform any of its obligations under the Finance Documents **provided that, such illegality alone will not excuse any other Lender from participating in the relevant Agreed Certain Funds Utilisation and will not in any way affect the obligations of any other Lender.**"*;
- (v) sub-paragraph (a)(ii)(E) of Clause 4.6 (*Utilisations during the Agreed Certain Funds Period*) is deemed to be amended so as to add the word "*Certain*" after the words "*solely in relation to an Agreed*";
- (vi) paragraph (b) of Clause 4.6 (*Utilisations during the Agreed Certain Funds Period*) is deemed to be amended (solely for the Variation Period and solely with respect to the Clyde Acquisition) so as to delete the words "*and subject as provided in Clause 11.1 (Illegality) and Clause 12 (Mandatory Prepayment and Cancellation)*";
- (vii) on or prior to the end of the Availability Period for the Additional Unitranche Facility, Clause 29.2 (*Assignments and Transfers by Lenders*) is deemed to be amended (solely for the Variation Period and solely with respect to the Clyde Acquisition) so that the prior written consent of the Company (in its sole discretion) is required for any assignment, transfer (including by way of novation) or subparticipation in respect of the CAR Facility; and
- (viii) the notice period for drawdown of CAR Facility Loans (solely for the Variation Period and solely with respect to the Clyde Acquisition) is deemed to be amended to U-12 calendar days, provided that if "U" is not a Business Day, the Utilisation will be made available on the immediately preceding Business Day; and
- (f) the Existing Ares Unitranche Lenders further undertake and confirm, in their capacity as Majority Lenders under the Facilities Agreement and pursuant to Clause 41.2 (*Required Consents*) of the Facilities Agreement, and the Additional Unitranche Facility Lenders and the Alternative Additional Unitranche Lenders also confirm, their irrevocable and unconditional consent to, and approval of the following amendments to the Facilities Agreement subject to the occurrence of and with effect from the Clyde Closing Date:
 - (i) a new definition of "*Clyde Acquisition*" is included in Clause 1.1 (*Definitions*) as follows:

*"**Clyde Acquisition**" has the meaning given to such term in the Additional Facility Notice dated 6 January 2023 in connection with Unitranche Facility 2."*

- (ii) a new definition of "FNZ Migration" is included in Clause 1.1 (Definitions) as follows:

*"**FNZ Migration**" means the successful transfer and migration of Target's assets under management which are administered through SIPP offerings to FNZ OneX (or its relevant successor version at the time), and, in the opinion of the Company (acting reasonably) at such time there are no materially adverse foreseeable issues which relate to the James Hay or NFG migrations."*

- (iii) the definition of "Refinancing Debt" in Clause 1.1 (Definitions) and each use of such term is deleted in its entirety;

- (iv) the first paragraph of paragraph (j) of Clause 26.3 (Calculations) is amended so as to read as follows:

"Notwithstanding anything to the contrary (including anything in the financial definitions set out in this Agreement) other than in relation to paragraph 26.3(k) below, when calculating any financial covenant or ratio under the Finance Documents (including, in each case, the financial definitions or component thereof) or related usage, ratchet or permission, the Company shall be permitted to:"

- (v) a new paragraph (k) of Clause 26.3 (Calculations) is inserted as follows:

"Notwithstanding anything to the contrary (including anything in the financial definitions set out in this Agreement) the aggregate amount of revenue synergies that can be taken into account in any applicable calculation or metric in this Agreement (including, but not limited to, Pro Forma Cost Savings) shall be capped for any Relevant Period at fifteen (15) per cent. of Consolidated Pro Forma EBITDA (after taking into account all other revenue synergies and any Pro Forma Cost Savings in such Relevant Period)"

- (vi) the definition of "Permitted Cash Management Facility" in Clause 1.1 (Definitions) is amended so as to read as follows:

*"**Permitted Cash Management Facility**" means Cash Management Facilities in an aggregate amount of up to £10,000,000 or, if higher, an amount equal to seventeen point five (17.5) per cent. of LTM EBITDA."*

- (vii) paragraph (r) of the definition of "Permitted Financial Indebtedness" in Clause 1.1 (Definitions) is amended so as to read as follows:

"any other Financial Indebtedness the principal outstanding amount of which does not in aggregate exceed £10,000,000 or, if higher, an amount equal to seventeen point five (17.5) per cent. of LTM EBITDA at any time."

- (viii) a new paragraph (b) is to be inserted in the definition of "Permitted Finance Leases" in Clause 1.1 (Definitions) as follows:

"any lease, concession, licence of property or other arrangement (or guarantee thereof) which would have been considered an operating lease under IFRS as

applied by a member of the Group immediately prior to the introduction, adoption or application of IFRS 16 (Leases) and which is subsequently treated as a finance lease as a result of the introduction, adoption or application of IFRS 16 (Leases);"

- (ix) paragraph (b) (which shall become paragraph (c) by virtue of the foregoing amendment) of the definition of "Permitted Finance Leases" in Clause 1.1 (Definitions) is amended so as to read as follows:

"in the case of any Finance Lease not permitted by the paragraphs (a) and (b) above, any Finance Lease whose capital value, when aggregated with the capital value of all rentals under such Finance Leases not permitted by paragraph (a) above, does not exceed £10,000,000 or, if higher, an amount equal to seventeen point five (17.5) per cent. of LTM EBITDA at any time";

- (x) paragraph (a) of the definition of "Permitted Factoring " in Clause 1.1 (Definitions) is amended so as to read as follows:

"if such arrangements are on a recourse basis, the maximum aggregate amount of cash consideration for such receivables which have been sold or disposed of and which remain outstanding (other than as a result of a default by the relevant debtor) does not (without double counting) pursuant to such factoring, receivables financing or similar arrangements (other than where recourse pursuant to such arrangements is limited to customary indemnities, warranties and/or security) exceed £5,000,000 or, if higher, an amount equal to seven point five (7.5) per cent. of LTM EBITDA at any time; and."

- (xi) paragraph (p) of the definition of "Permitted Financial Indebtedness" in Clause 1.1 (Definitions) is amended so as to read as follows:

"Financial Indebtedness incurred within 364 days of the acquisition, construction or improvement of fixed or capital assets to finance the acquisition, construction or improvement thereof which in aggregate does not exceed £5,000,000 or, if higher, an amount equal to seven point five (7.5) per cent. of LTM EBITDA in any Financial Year;";

- (xii) paragraph (c) of the definition of "Permitted Payment" in Clause 1.1 (Definitions) is amended so as to read as follows:

"(i) prior to the completion of the FNZ Migration, the payment of an annual management fee not to exceed £2,000,000 (as increased each Financial Year in line with RPI) or, if higher an amount equal to two (2) per cent. of LTM EBITDA plus, in each case, VAT provided that no Event of Default has occurred and is continuing in which case such fee shall continue to accrue and will be payable once such Event of Default is no longer continuing; and

(ii) following completion of the FNZ Migration, the payment of an annual management fee not to exceed £2,000,000 (as increased each Financial Year in line with RPI) or, if higher an amount equal to four (4) per cent. of LTM EBITDA plus, in each case, VAT provided that no Event of Default has occurred and is continuing in which case such fee shall continue to accrue and will be payable once such Event of Default is no longer continuing".

- (g) the Existing Ares Unitranche Lenders further undertake and confirm, in their capacity as Majority Lenders under the Facilities Agreement and pursuant to Clause 41.2 (*Required Consents*) of the Facilities Agreement, and the Additional Unitranche Facility Lenders and the Alternative Additional Unitranche Lenders also confirm, their irrevocable and unconditional consent to, and approval of the following amendments to the Facilities Agreement:

- (i) the following new definitions are included in Clause 1.1 (*Definitions*) as follows:

"Alternative Additional Facility Commitment" means, with respect to Unitranche Facility 2:

(a) in relation to any Original Alternative Lender, the amount set opposite its name under the heading "Alternative Additional Unitranche Facility Commitment" in paragraph 3 of the Clyde Additional Facility Notice; and

(b) in relation to any other Alternative Lender, the amount in sterling of any Commitment in respect of Unitranche Facility 2 transferred to it under this Agreement,

in each case, to the extent not cancelled, reduced or transferred by it under this Agreement. For the avoidance of doubt, no Alternative Additional Facility Commitment shall be capable of utilisation and shall be of no effect other than for the purposes of determining an Alternative Committed Lender's Alternative Lender Loan Participation pursuant to the operation of Clause 2.4 (Alternative Lenders). "

"Alternative Lender" means, with respect to Unitranche Facility 2:

(a) an Original Alternative Lender; and

(b) any Lender designated as an Alternative Lender in the Assignment Agreement or Transfer Certificate by which it became a Party as a Lender."

"Alternative Lender Proportion" means an Alternative Lender Additional Unitranche Facility Proportion."

"Alternative Lender Additional Facility Proportion" means, at any time in relation to an Alternative Lender, the proportion borne by its Alternative Additional Facility Commitment to the aggregate of the Alternative Additional Facility Commitments of all the Alternative Lenders as at that time."

"Clyde Additional Facility Notice" means the Additional Facility Notice dated 6 January 2023. "

"Original Alternative Lender" means a Lender named as an "Alternative Additional Unitranche Facility Lender" in the Clyde Additional Facility Notice (solely with respect to Unitranche Facility 2)."

"Original Committed Lender" means a Lender named as an "Additional Unitranche Facility Lender" in the Clyde Additional Facility Notice (solely with respect to Unitranche Facility 2)."

"Unitranche Facility 2" means the Additional Term Facility established pursuant to the Clyde Additional Facility Notice."

- (ii) the definition of "Additional Facility Commitment" in Clause 1.1 (Definitions) is amended to insert the following sub-paragraph (c):

"(c) in relation to an Alternative Lender, the amount of any Additional Facility Commitment in respect of Unitranche Facility 2 as is attributed to that Alternative Lender which has become an Alternative Committed Lender in accordance with Clause 2.4 (Alternative Lenders)"

- (iii) a new Clause 2.4 (Alternative Lenders) is inserted in Clause 2 (The Facilities) as follows:

"Alternative Lenders

(a) If:

(i) in the case where the Clyde Acquisition proceeds by way of a Scheme, the Scheme Effective Date has occurred; or

(ii) in the case where the Clyde Acquisition is to be effected by means of an Offer, the Effective Date has occurred,

then:

(iii) each Alternative Lender may elect (in its sole discretion), by making available to the Agent (and the Agent may accept) an amount in cash in immediately available cleared funds equal to its Alternative Lender Proportion of the participations in a Loan under Unitranche Facility 2 which the Original Committed Lenders are required to make available pursuant to Clause 5.4 (Lenders' participation) (an "**Alternative Lender Funded Amount**"), to assume an Additional Facility Commitment in respect of Unitranche Facility 2 in an amount equal to that Alternative Lender Funded Amount (an "**Alternative Lender Assumed Commitment**") and to make its participation in an Additional Facility Loan under Unitranche Facility 2 available in an amount in cash in immediately available cleared funds equal to that Alternative Lender Funded Amount (an "**Alternative Lender Loan Participation**"), in each case in place of the relevant Original Committed Lenders and in accordance with paragraph (e) below;

(iv) the Agent shall apply the proceeds of each Alternative Lender Funded Amount received from an Alternative Lender which has made an election under sub-paragraph (iii) above (an "**Electing Alternative Lender**") as if they had been amounts received from the relevant Original Committed Lenders pursuant to paragraph (a) of Clause 5.4 (Lenders' participation); and

(v) immediately upon receipt of the proceeds of an Additional Facility Loan under Unitranche Facility 2 pursuant to sub-paragraph (iii) above in cash in immediately available cleared funds in the account so designated by the Company for this purpose in the relevant Utilisation Request:

(A) *each Alternative Lender Assumed Commitment shall be attributed to the relevant Electing Alternative Lender as if it had been an Original Committed Lender in respect of that Alternative Lender Assumed Commitment (and shall no longer be an Additional Facility Commitment of the relevant Original Committed Lender) (and such Electing Alternative Lenders shall constitute an "Alternative Committed Lender"); and*

(B) *each Alternative Committed Lender shall assume all of the rights and obligations as an Original Committed Lender in respect of the relevant Alternative Lender Loan Participation.*

(b) *For the avoidance of doubt, if an Alternative Lender has not elected to fund an Alternative Lender Funded Amount (and no Additional Facility Commitments in respect of Unitranche Facility 2 have been attributed to it in accordance with this Clause 2.4), the Parties agree that such Alternative Lender shall:*

(i) *not be a Defaulting Lender; and*

(ii) *have no rights under this agreement or any other Finance Document save for those expressed in paragraph (a) above unless and until such time as such Alternative Lender becomes an Alternative Committed Lender in accordance with this Clause 2.4.*

(c) *If (and to the extent that):*

(i) *any Additional Facility Commitment in respect of Unitranche Facility 2 is attributed to an Electing Alternative Lender which becomes an Alternative Committed Lender in accordance with paragraph (a)(v)(A) above, each Original Committed Lender (pro rata in accordance with the respective Additional Facility Commitments under Unitranche Facility 2 of the Original Committed Lenders) shall not be required to make its participation (in an amount equal to the Alternative Lender Funded Amount) in the relevant Additional Facility Loan under Unitranche Facility 2 available; or*

(ii) *any Additional Facility Commitment under Unitranche Facility 2 is not attributed to an Alternative Lender in accordance with paragraph (a) above or funds have not been received from any Electing Alternative Lender which becomes an Alternative Committed Lender in accordance with paragraph (a)(v)(A) above, each Original Committed Lender (on a several basis pro rata in accordance with the respective Additional Facility Commitments under Unitranche Facility 2 of the Original Committed Lenders) shall be required to make its participation in the relevant Additional Facility Loan available in accordance with the Additional Facility Commitment under Unitranche Facility 2 of such Original Committed Lender."*

(iv) *a new Clause 13.9 (Additional Facility Commitments under Unitranche Facility 2) is inserted as follows:*

"If any Additional Facility Commitment under Unitranche Facility 2 is cancelled pursuant to this agreement, the Alternative Additional Facility Commitments shall

be reduced in an amount equal to that cancelled Additional Facility Commitment (such reduction of Alternative Additional Facility Commitments to be applied pro rata to the Alternative Additional Facility Commitments of all the Alternative Lenders in relation to Unitranche Facility 2 at that time)."

- (h) the the Cash Confirm CAR Facility Lenders, the Existing Ares Unitranche Lenders and the HPS CAR Facility Lenders, in their capacity as CAR Facility Lenders under the Facilities Agreement (or, in respect of the Cash Confirm CAR Facility Lenders, in respect of their obligations under Clause 5 of this Additional Facility Notice), acknowledge and agree that, notwithstanding anything to the contrary in any Finance Document:
- (i) the CAR Facility is available to be drawn as an Agreed Certain Funds Utilisation for the purposes of the Clyde Acquisition ("**Clyde CAR Agreed Certain Funds Utilisation**") subject to the same conditionality as the Additional Unitranche Facility;
 - (ii) the Clyde Acquisition constitutes Acquisition Purposes for the purposes of the Facilities Agreement;
 - (iii) the "*Agreed Certain Funds Obligors*" will be the Company and Clyde Bidco for the purposes of the Clyde CAR Agreed Certain Funds Utilisation;
 - (iv) the "*Agreed Certain Funds Period*" for the purposes of the Clyde CAR Agreed Certain Funds Utilisation will be the Availability Period for the Additional Unitranche Facility described in this Additional Unitranche Facility Notice; and
 - (v) there are no other conditions express or implied to the CAR Facility being drawn as an Agreed Certain Funds Utilisation for the purposes of the Clyde Acquisition,
- as designated (as applicable) in the Utilisation Request to be delivered in relation to the Clyde CAR Agreed Certain Funds Utilisation substantially in the form set out in Part II (*Agreed Form Utilisation Request (Clyde CAR Agreed Certain Funds Utilisation)*) of Schedule 2 (*Agreed Form Utilisation Requests*).

Conditions Subsequent

17. The Original Third Party Security Provider shall, subject to the Agreed Security Principles, not later than 120 days following (and excluding) the Clyde Closing Date, enter into a Jersey security agreement supplementing the security interest agreement dated 17 August 2022 between (i) the Original Third Party Security Provider (as grantor) and (ii) the Security Agent (as security agent) pursuant to which the Original Third Party Security Provider would create a further security interest over its shares in the Company and any intercompany receivables owed to the Original Third Party Security Provider by the Company;
18. The Company shall, subject to the Agreed Security Principles, not later than 120 days following (and excluding) the Clyde Closing Date:
- (a) enter into a Jersey security agreement supplementing the security interest agreement dated 23 September 2022 between (i) the Company (as grantor) and (ii) the Security Agent (as security agent) pursuant to which the Company would create a further security interest over its shares in

MonteCarloCo Limited ("**MonteCarloCo**") and any intercompany receivables owed to the Company by MonteCarloCo; and

(b) procure that:

- (i) MonteCarloCo enters into a Jersey security agreement supplementing the security interest agreement dated 16 December 2022 between (i) MonteCarloCo (as grantor) and (ii) the Security Agent (as security agent) pursuant to which MonteCarloCo would create a further security interest over its shares in LaRousseCo Limited ("**LaRousseCo**") and any intercompany receivables owed to MonteCarloCo by LaRousseCo;
- (ii) LaRousseCo enters into a Jersey security agreement supplementing the security interest agreement dated 16 December 2022 between (i) LaRousseCo (as grantor) and (ii) the Security Agent (as security agent) pursuant to which LaRousseCo would create a further security interest over its shares in LarvottoCo and any intercompany receivables owed to LaRousseCo by LarvottoCo Limited ("**LarvottoCo**");
- (iii) LarvottoCo enters into a Jersey security agreement supplementing the security interest agreement dated 16 December 2022 between (i) LarvottoCo (as grantor) and (ii) the Security Agent (as security agent) pursuant to which LarvottoCo would create a further security interest over substantially all of its assets (including, without limitation, its shares in SaintMichelCo Limited ("**SaintMichelCo**")); and
- (iv) SaintMichelCo enters into:
 - (A) a Jersey security agreement supplementing the security interest agreement dated 16 December 2022 between (i) SaintMichelCo (as grantor) and (ii) the Security Agent (as security agent) pursuant to which SaintMichelCo would create a further security interest over substantially all of its assets; and
 - (B) deed of confirmation, in relation to the Irish law share charge dated 16 December 2022, between SaintMichelCo (as chargor), the Security Agent (as security agent) and I F G Group Limited (as company).

Miscellaneous

- 19. This Additional Unitranche Facility Notice 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 Additional Unitranche Facility Notice. Delivery of a counterpart of this Additional Unitranche Facility Notice by email attachment or telecopy shall be an effective mode of delivery.
- 20. This Additional Unitranche Facility Notice and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- 21. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Additional Unitranche Facility Notice (including a dispute regarding the existence, validity or termination of this Additional Unitranche Facility Notice or any non-

contractual obligations arising out of or in connection with this Additional Unitranche Facility Notice (a "**Dispute**").

22. The parties to this Additional Facility 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.

SCHEDULE 1
Conditions Precedent

Part I
Conditions Precedent to Signing

1. Company and Third Party Security Provider

- (a) *Constitutional documents*: a copy of the constitutional documents of the Company and the Third Party Security Provider, including the deed of incorporation and articles of association (if different from those contained in the deed of incorporation) or confirmation that there has been no change to those documents since last supplied to the Agent.
- (b) *Board approvals*: if required by law or customary in the relevant jurisdiction, a copy of a resolution of the board of directors or managers or equivalent body of the Company and the Third Party Security Provider:
 - (i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute the Finance Documents to which it is a party;
 - (ii) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf; and
 - (iii) authorising a specified person or persons, on its behalf, to sign and/or dispatch all documents and notices (including, if relevant, any Utilisation Request or other notice to be signed and/or dispatched by it under or in connection with the Finance Documents to which it is a party).
- (c) *Specimen signatures*: specimen signatures for the person(s) authorised in the resolutions referred to above (to the extent such person will execute a Finance Document).
- (d) *Director's certificates*: A certificate from the Company and the Third Party Security Provider (signed by an authorised signatory):
 - (i) certifying that each copy document relating to it specified in paragraphs (a) to (c) above is correct, complete and (to the extent executed) in full force and effect and has not been amended or superseded prior to the date of this Additional Unitranche Facility Notice; and
 - (ii) confirming that, subject to the guarantee limitations set out in this Additional Unitranche Facility Notice, borrowing, guaranteeing or securing (as relevant) the Additional Facility Commitments would not cause any borrowing, guarantee or security limit binding on it (as relevant) to be exceeded.

2. Finance Documents

A copy of the counterparts of each of the following documents duly executed by the Company and the Third Party Security Provider (in each case to the extent they are a party to such document):

- (a) the OID letter, being a Fee Letter relating to the Additional Unitranche Facility (the “**OID Letter**”); and
- (b) this Additional Unitranche Facility Notice.

3. Legal Opinions

The following legal opinions:

- (a) a legal opinion from Proskauer Rose (UK) LLP as English law counsel to the Finance Parties in respect of the enforceability of this Additional Unitranche Facility Notice; and
- (b) a legal opinion from Mourant Ozannes LLP as Jersey law counsel to the Company and the Third Party Security Provider in respect of the capacity and authority of the Company and the Third Party Security Provider.

4. Acquisition Documents

Rule 2.7 Announcement: a copy of the final draft of the first Rule 2.7 Announcement provided that such form shall not be required to be in a form and substance satisfactory to any Finance Party nor subject to any other approval requirement.

5. Reports

The following reports (the “**Clyde Reports**”):

- (a) a financial due diligence report prepared by Deloitte LLP dated 13 December 2022 and entitled “*Clyde – Draft Quality of Earnings Report Extract – Financial Due Diligence*”;
- (b) a due diligence report prepared by Deloitte LLP dated 12 December 2022 and entitled “*Clyde – Draft Due Diligence Report – Volume II: Synergy Review*”;
- (c) a due diligence executive summary prepared by Alpha FMC dated 14 December 2022 and entitled “*Project Clyde – Due Diligence Executive Summary*”;
- (d) a legal due diligence report prepared by Slaughter and May dated 16 December 2022 and entitled “*Project Clyde - Legal Due Diligence Report*”; and
- (e) a tax structure memorandum prepared by Deloitte dated 21 December 2022 and entitled “*Project Clyde - Strawman Structure Report*” (the “**Clyde Tax Structure Memorandum**”),

and in each case **provided that:**

- (i) no reliance will be given on any of the Clyde Reports; and
- (ii) the form and substance of all such Clyde Reports will be satisfactory to the Agent if the final Clyde Reports are, in form and substance, substantially the same as the final versions or drafts (as applicable) received by the Additional Unitranche Facility Lenders prior to the date of this Additional Unitranche Facility Notice, save for any changes which are not materially adverse to the interests of the

Additional Unitranche Facility Lenders (taken as a whole) under the Finance Documents or any other changes approved by the Additional Unitranche Facility Lenders (acting reasonably).

6. Other

- (a) *Base Case Model*: the agreed base case model received by the Additional Unitranche Facility Lenders prior to the date of this Additional Unitranche Facility Notice (the "**Clyde Model**").
- (b) *Original Financial Statements*: the audited consolidated financial statements of the Target Group for the fiscal year ended 31 December 2021 (provided that such financial statements shall not be required to be in a form and substance satisfactory to the Agent).

Part II
Conditions Precedent to the Clyde Closing Date

1. Closing Certificate

Closing Certificate: a certificate from the Company (signed by an authorised signatory) confirming that either:

- (i) in the case of a Scheme, the Scheme Effective Date has occurred; or
- (ii) in the case of an Offer, the Offer has become or has been declared unconditional in all respects.

2. Fees

Reasonable evidence that the fees earned, due and payable to the Finance Parties under paragraph 2 of the OID Letter on or prior to the Clyde Closing Date have been paid or will be paid on or prior to the Clyde Closing Date, provided that this condition may be satisfied by a reference to the payment of such fees in a Utilisation Request (or funds flow statement).

3. Funds Flow Statement

Funds Flow Statement: (only if a statement of sources and uses is not included in the Clyde Tax Structure Memorandum) a copy of the funds flow statement setting out the sources and uses for the Clyde Acquisition to be made on or prior to the Clyde Closing Date provided that such funds flow statement shall not be required to be in a form and substance satisfactory to any Finance Party nor subject to any other approval requirement (the "**Clyde Funds Flow Statement**").

SCHEDULE 2
Agreed Form Utilisation Requests

Part I
Agreed Form Utilisation Request (Additional Unitranche Facility)

Utilisation Request

From: **PLUTUS BIDCO LIMITED** as Borrower
To: **KROLL AGENCY SERVICES LIMITED** as Agent
Dated: [●]

Dear Sirs

Facilities Agreement dated 17 August 2022 between, among others, Plutus Bidco Limited as the Company, Kroll Agency Services Limited as the Agent and Kroll Trustee Services Limited as the Security Agent (as amended and restated from time to time) (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:
 - (a) Borrower: Plutus Bidco Limited
 - (b) Proposed Utilisation Date: [●]
 - (c) Facility to be utilised: Additional Unitranche Facility
 - (d) Currency of Loan: GBP
 - (e) Type of Loan: Compounded Rate Loan
 - (f) Amount: [●]
 - (g) Interest Period: [The period starting on the Utilisation Date and ending on the last day of the current Interest Period applicable to the Unitranche Facility.]
3. We confirm that each condition specified in Clause 4.6 (*Utilisations during the Agreed Certain Funds Period*) is or will be satisfied on the Utilisation Date.
4. We hereby authorise you to retain (for the account of the Additional Unitranche Facility Lenders participating in the Additional Unitranche Facility or their designated Affiliates or Related Funds) an amount equal to [●] of the aggregate principal amount of the Additional Unitranche Facility Commitments which are utilised on the Utilisation Date being [●], and hereby authorise and instruct you to deduct such amounts from this Loan.
5. Following the deduction described in paragraph 4 above, the net proceeds of this Loan should be credited to [account].
6. We confirm that:

- (a) the Utilisation to which this Utilisation Request relates is an Agreed Certain Funds Utilisation which is required for an Acquisition Purpose; and
- (b) the Agreed Certain Funds Obligors will be the Company and Clyde Bidco for such Agreed Certain Funds Utilisation.

7. This Utilisation Request is irrevocable.

Yours faithfully

For and on behalf of
PLUTUS BIDCO LIMITED

Name:

Title:

Part II

Agreed Form Utilisation Request (Clyde CAR Agreed Certain Funds Utilisation)

Utilisation Request

From: **PLUTUS BIDCO LIMITED** as Borrower
To: **KROLL AGENCY SERVICES LIMITED** as Agent
Dated: [●]

Dear Sirs

Facilities Agreement dated 17 August 2022 between, among others, Plutus Bidco Limited as the Company, Kroll Agency Services Limited as the Agent and Kroll Trustee Services Limited as the Security Agent (as amended and restated from time to time) (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:
 - (a) Borrower: Plutus Bidco Limited
 - (b) Proposed Utilisation Date: [●]
 - (c) Facility to be utilised: CAR Facility
 - (d) Currency of Loan: GBP
 - (e) Type of Loan: Compounded Rate Loan
 - (f) Amount: [●]
 - (g) Interest Period: [The period starting on the Utilisation Date and ending on the last day of the current Interest Period applicable to the Unitranche Facility.]
3. We confirm that each condition specified in Clause 4.6 (*Utilisations during the Agreed Certain Funds Period*) is or will be satisfied on the Utilisation Date.
4. We hereby authorise you to retain (for the account of the CAR Facility Lenders participating in the CAR Facility or their designated Affiliates or Related Funds) an amount equal to one point five per cent. (1.50%) of the aggregate principal amount of the CAR Facility Commitments drawn on the Utilisation Date being [●], and hereby authorise and instruct you to deduct such amounts from this Loan.
5. Following the deduction described in paragraph 4 above, the net proceeds of this Loan should be credited to [account].
6. We confirm that:

- (a) the Utilisation to which this Utilisation Request relates is an Agreed Certain Funds Utilisation which is required for an Acquisition Purpose;
- (b) the "*Agreed Certain Funds Obligors*" will be the Company and Clyde Bidco for such Agreed Certain Funds Utilisation;
- (c) the "*Agreed Certain Funds Period*" for such Agreed Certain Funds Utilisation will be the Availability Period for the Additional Unitranche Facility (as described in the Additional Facility Notice dated 6 January 2023 entered into between, among others, the Borrower and the Agent); and
- (d) as at the Applicable Test Date pro forma for the proposed use of proceeds of such Agreed Certain Funds Utilisation and any other adjustments permitted by the Senior Facilities Agreement the Consolidated Senior Secured Net Leverage Ratio does not exceed 6.50:1.

7. This Utilisation Request is irrevocable.

Yours faithfully

For and on behalf of
PLUTUS BIDCO LIMITED

Name:

Title:

Yours faithfully



For and on behalf of
PLUTUS BIDCO LIMITED
as Company and Obligors' Agent

Name: *ROISIN O'LEARY*

Title: *DIRECTOR*



Name: Hyana Kim

Title: Director

Yours faithfully



or and on behalf of
PLUTUS MIDCO LIMITED
as Original Third Party Security Provider

Name: *ROBIN CONRAN*

Title: *DIRECTOR*



Name: Hyana Kim

Title: Director

THE ADDITIONAL UNITRANCHE FACILITY LENDERS

Ares Capital Europe V (E) Investments S.à r.l.

By: 

D442AF7C5AED486...

Name: Michael Thomas

Title: Manager

By: 

Name: Anthony Agostino

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 /6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares Capital Europe V (G) Investments S.à r.l.

By: 

Name: Michael Thomas

Title: Manager

By: 

Name: Anthony Agostino

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

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Telephone: +44 207 434 6414 /6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares Capital Europe V (E) Assets S.à r.l.

By: 

Name: Michael Thomas

Title: Manager

By: 

Name: Anthony Agostino

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

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Telephone: +44 207 434 6414 /6424

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Email: OperationsLondon@aresmgmt.com

Ares Capital Europe V (G) Assets S.à r.l.

By: 
D442AF7C5AED486...

Name: Michael Thomas

Title: Manager

By: 
F4669B7C55084EA...

Name: Anthony Agostino

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

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Telephone: +44 207 434 6414 /6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

THE ALTERNATIVE ADDITIONAL UNITRANCHE FACILITY LENDERS

Ares Capital Europe V (E) Investments S.à r.l.

By: 

Name: Michael Thomas

Title: Manager

By: 

Name: Anthony Agostino

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

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Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares Capital Europe V (G) Investments S.à r.l.

By: 

Name: Michael Thomas

Title: Manager

By: 

Name: Anthony Agostino

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

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Ares Capital Europe V (E) Assets S.à r.l.

By: _____

Name: Michael Thomas

Title: Manager

By: _____

Name: Anthony Agostino

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

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Email: OperationsLondon@aresmgmt.com

Ares Capital Europe IV (E) Assets S.à r.l.

By: 

Name: Michael Thomas

Title: Manager

By: 

Name: Anthony Agostino

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

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Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares Capital Europe IV (E) Investments S.à r.l.

By: 

Name: Michael Thomas

Title: Manager

By: 

Name: Anthony Agostino

Title: Manager

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Ares Capital Europe IV (G) Assets S.à r.l.

By: 

Name: Michael Thomas

Title: Manager

By: 

Name: Anthony Agostino

Title: Manager

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Ares Capital Europe IV (G) Investments S.à r.l.

By: _____

Name: Michael Thomas

Title: Manager

By: _____

Name: Anthony Agostino

Title: Manager

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Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares CSF Holdings S.à r.l.

By:



Name: Elodie Briquet

Title: Manager

By:



Name: Anthony Agostino

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares Credit Strategies Feeder III UK, L.P.

By Ares Management Limited, its manager

By: 

Name: John Atherton

Title: Authorised Signatory

Address: c/o Ares CSF Management III, L.P., P.O. Box 309 Ugland House, Grand Cayman, KY1-1104, Cayman Islands

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares ECSF IV (M) Holdings S.à r.l.

By: 

Name: Elodie Briquet

Title: Manager

By: 

Name: Anthony Agostino

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares ECSF VI (B) Holdings S.à r.l.

By: 

Name: Elodie Briquet

Title: Manager

By: 

Name: Anthony Agostino

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares ECSF VII (P) Holdings S.à r.l.

By: _____

Name: Elodie Briquet

Title: Manager

By: _____

Name: Anthony Agostino

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares ECSF XI (S) Holdings S.à r.l.

By: _____

Name: Elodie Briquet

Title: Manager

By: _____

Name: Anthony Agostino

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Chubb European Group SE

By Ares Management Limited,

its investment manager

By: 

Name: John Atherton

Title: Authorised Signatory

Address: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, Courbevoie
92400, France

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

SA Luxembourg 1 Limited

By: Ares Management LLC, its investment manager

By: Ares Management Limited, as subadvisor

By:



Name: John Atherton

Title: Authorised Signatory

Address: 6, rue Lou Hemmer, L-1748 Senningerberg, Luxembourg

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

VG ACM EU PD S.à r.l.

By: Ares Management Limited, its portfolio manager

By:  _____

Name: John Atherton

Title: Authorised Signatory

Address: 124 Boulevard de La Petrusse, L-2330 Luxembourg, Grand Duchy of Luxembourg

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares ECSF XII (Z) (E) Holdings S.à r.l.

By: 

Name: Elodie Briquet

Title: Manager

By: 

Name: Anthony Agostino

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

THE CASH CONFIRM CAR FACILITY LENDERS

Ares Capital Europe V (E) Investments S.à r.l.

By: 

Name: Hilary Fitzgibbon

Title: Manager

By: 

Name: Michael Thomas

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE


Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 /6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares Capital Europe V (G) Investments S.à r.l.

By  –

Name: Hilary Fitzgibbon

Title: Manager

By: 

Name: Michael Thomas

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

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Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 /6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares Capital Europe V (E) Assets S.à r.l.

By: _____

Name: Hilary Fitzgibbon

Title: Manager

By: _____

Name: Michael Thomas

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 /6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares Capital Europe V (G) Assets S.à r.l.

By: 

Name: Hilary Fitzgibbon

Title: Manager

By: 

Name: Michael Thomas

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 /6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

THE EXISTING ARES UNITRANCHE LENDERS

Ares Capital Europe IV (E) Assets S.à r.l.

By: _

Name: Hilary Fitzgibbon

Title: Manager

By: _

Name: Michael Thomas

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares Capital Europe IV (G) Assets S.à r.l.

By: 

Name: Hilary Fitzgibbon

Title: Manager

By: 

Name: Michael Thomas

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

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Attention: David Ribchester / Nishal Patel

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Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares Capital Europe IV (E) Holdings S.à r.l.

By: 

Name: Hilary Fitzgibbon

Title: Manager

By: 

Name: Michael Thomas

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

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Ares Capital Europe IV (G) Holdings S.à r.l.

By: _

Name: Hilary Fitzgibbon

Title: Manager

By: _

Name: Michael Thomas

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Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares Capital Europe IV (G) Investments S.à r.l.

By: 

Name: Hilary Fitzgibbon

Title: Manager

By: 

Name: Michael Thomas

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

Copy to:

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Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares ECSF IV (M) Holdings S.à r.l.

By: —

Name: Hilary Fitzgibbon

Title: Manager

By: —

Name: Anthony Agostino

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

Copy to:

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Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401


Email: OperationsLondon@aresmgmt.com

Ares ECSF VII (P) Holdings S.à r.l.

By: _____

Name: Hilary Fitzgibbon

Title: Manager

By: _____

Name: Anthony Agostino

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares CSF Holdings S.à r.l.

By: _____

Name: Hilary Fitzgibbon

Title: Manager

By: _____

Name: Anthony Agostino

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

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Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares Credit Strategies Feeder III UK, L.P.

By Ares Management Limited, its manager

By:  _

Name: John Atherton

Title: Authorised signatory

Address: c/o Ares CSF Management III, L.P., P.O. Box 309 Ugland House, Grand Cayman,
KY1-1104, Cayman Islands

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Copy to:

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Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares ECSE II South S.à r.l.

By: 

Name: Hilary Fitzgibbon

Title: Manager

By: 

Name: Anthony Agostino

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

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Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

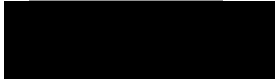
Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares FCSF IX (C) Holdings S.à r.l.

By: _____

Name: Hilary Fitzgibbon

Title: Manager

By: _____

Name: Anthony Agostino

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares ECSF VI (B) Holdings S.à r.l.

By:  _____

Name: Hilary Fitzgibbon

Title: Manager

By:  _____

Name: Anthony Agostino

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

Copy to:

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Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares ECSF VIII (BUMA) Holdings S.à r.l.

By:  _____

Name: Hilary Fitzgibbon

Title: Manager

By:  _____

Name: Anthony Agostino

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

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Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

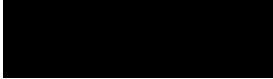
Email: OperationsLondon@aresmgmt.com

Ares ECSF X (T) Holdings S.à r.l.

By: _____

Name: Hilary Fitzgibbon

Title: Manager

By: _____

Name: Anthony Agostino

Title: Manager

Address: 14-16 avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg
Attention: The Managers
Fax: +352 285 572 250

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE
Attention: David Ribchester / Nishal Patel
Telephone: +44 207 434 6414 / 6424
Fax: +44207 464 6401
Email: OperationsLondon@aresmgmt.com

Chubb European Group SE

By Ares Management Limited,
its investment manager

By:  _____

Name: John Atherton

Title: Authorised signatory

Address: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, Courbevoie
92400, France

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

CION Ares Diversified Credit Fund

By:  _____

Name: John Atherton

Title: Authorised signatory

Address: United Agent Group , 3411 Silverside Road Tatnall Building #104, Wilmington,
Delaware, New Castle County, 19810, United States

Tel: +1-310-210-4228

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Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

MC CA Investment S.à r.l.

By: _____

Name: Michael Thomas

Title: Manager

By: _____

Name: Anthony Agostino

Title: Manager

Address: 6, rue Eugène Ruppert, L-2453, Grand Duchy of Luxembourg

Attention: The Managers

Fax: +352 285 572 250

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Ares Management Limited signing for and on behalf of (i) **Prima European Direct Lending 1 Designated Activity Company** (the “DAC”) and (ii) Prima Multi-Manager Platform 1 ICAV (an umbrella fund with segregated liability between sub-funds acting in respect of its sub-fund Prima European Direct Lending 1 Fund) (the “ICAV”), in each case as its lawfully appointed attorney and portfolio manager and in the case of the ICAV for the sole purpose of acknowledging the entry into the contract by the DAC so as to comply with Chapter 2, Part I, Section 1, vii, paragraph 1(d) of the Central Bank of Ireland’s AIF Rulebook as such may be amended or replaced from time to time

By: _____

Name: John Atherton

Title: Authorised signatory

Address: _____

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

SA Luxembourg 1 Limited

By: Ares Management LLC, its investment manager

By: Ares Management Limited, as subadvisor

By: _____

Name: John Atherton

Title: Authorised signatory

Address: 6, rue Lou Hemmer, L-1748 Senningerberg, Luxembourg

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

SC ACMEU PD S.à r.l.

By: Ares Management Limited, its portfolio manager

By:  _____

Name: John Atherton

Title: Authorised signatory

Address: 124, Boulevard de la Pétrusse, L-2330 Luxembourg, Grand Duchy of Luxembourg

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel

Telephone: +44 207 434 6414 / 6424

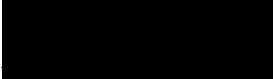
Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Signed for and on behalf of
SIP V Holdings Master, L.P. as HPS CAR Facility Lender

By: **HPS Strategic Investment Management V, LLC**, its investment manager

By: **HPS Investment Partners, LLC**, its sole member

By:  _____

Name: Jake Blair

Title: MD

Signed for and on behalf of
SIP V AP Holdings Master, L.P. as HPS CAR Facility Lender

By: **HPS Strategic Investment Management V, LLC**, its investment manager

By: **HPS Investment Partners, LLC**, its sole member

By: _____

Name: Jake Blair

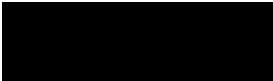
Title: MD

Signed for and on behalf of

SIP V Onshore Holdings Master, L.P. as HPS CAR Facility Lender

By: **HPS Strategic Investment Management V, LLC**, its investment manager

By: **HPS Investment Partners, LLC**, its sole member

By: _____

Name: Jake Blair

Title: MD

We acknowledge and accept receipt of this Additional Unitranche Facility Notice and establishment of the Additional Unitranche Facility.

Signed on behalf of
KROLL AGENCY SERVICES LIMITED

as Agent



Name: Sajdah Afzal
Authorised Signatory

Title:

Signed on behalf of
KROLL TRUSTEE SERVICES LIMITED

as Security Agent



Name: Sajdah Afzal
Authorised Signatory

Title: