

AMENDMENT AND RESTATEMENT AGREEMENT

dated 18 January 2019

for

**ELLEVIO AB (PUBL)**

as the Company and Security Group Agent

**CERTAIN FINANCIAL INSTITUTIONS**

as Initial ACF Arrangers

**SKANDINAVISKA ENSKILDA BANKEN AB (PUBL)**

as Initial ACF Agent

**CERTAIN FINANCIAL INSTITUTIONS**

as Continuing Lenders and Retiring Lenders

RELATING TO AN INITIAL AUTHORISED CREDIT FACILITIES AGREEMENT DATED

19 August 2016

Ref: L-263369

Linklaters LLP

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THIS DEED is dated 18 January 2019 and made between:

- (1) **ELLEVIÖ AB (PUBL)**, a public company incorporated in Sweden with limited liability (registered number 556037-7326) (the "**Company**" and "**Security Group Agent**");
- (2) **THE FINANCIAL INSTITUTIONS** listed in Part 1 of Schedule 1 (*The Original Parties*) of the Amended IACFA as mandated lead arrangers (the "**Initial ACF Arrangers**");
- (3) **SKANDINAVISKA ENSKILDA BANKEN AB (PUBL)** as agent of the other Initial ACF Finance Parties (the "**Initial ACF Agent**");
- (4) **THE FINANCIAL INSTITUTIONS** listed in Part II of Schedule 3 (*The Parties*) as the continuing lenders under the Amended IACFA (the "**Continuing Lenders**"); and
- (5) **THE FINANCIAL INSTITUTIONS** listed in Part III of Schedule 3 (*The Parties*) as the retiring lenders under the IACFA (the "**Retiring Lenders**").

IT IS AGREED as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Deed:

"**Amended IACFA**" means the IACFA, as amended and restated in the form set out in Schedule 1 (*Form of Amended IACFA*).

"**Effective Date**" means the date of the notification by the Initial ACF Agent under Clause 6 (*Conditions Precedent*) of this Deed.

"**IACFA**" means initial authorised credit facilities agreement dated 19 August 2016 between the Company, a Borrower, the Security Group Agent, the Initial ACF Agent, and the Initial ACF Arrangers (each as defined therein).

"**Party**" means a party to this Deed.

### 1.2 Incorporation of defined terms

- (a) Unless a contrary indication appears, terms defined in the IACFA have the same meaning in this Deed.
- (b) The principles of construction set out in the IACFA shall have effect as if set out in this Deed.

### 1.3 Third Party Rights

Unless expressly provided to the contrary in an Initial ACF Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

#### 1.4 **Designation**

This Deed constitutes an Initial ACF Finance Document as defined in the IACFA.

### 2. **AMENDMENT**

#### 2.1 **Amendment**

With effect from the Effective Date the IACFA shall be amended and restated in the form set out in Schedule 1 (*Form of Amended IACFA*).

#### 2.2 **Continuing obligations**

- (a) The provisions of the IACFA and the other Initial ACF Finance Documents shall, save as amended by this Deed, continue in full force and effect.
- (b) All references in the existing Initial ACF Finance Documents to the IACFA shall, with effect from the Effective Date, be deemed to be references to the Amended IACFA, as may be further amended and restated.
- (c) Except to the extent expressly waived in this Deed, no waiver is given by this Deed, and the Initial ACF Finance Parties expressly reserve all their rights and remedies in respect of any breach of, or other Default under and as defined in, the IACFA.

### 3. **REPRESENTATIONS**

The Company represents and warrants to the Initial ACF Finance Parties in accordance with, and at the times described in, clause 4 (*Representations*) of the Common Terms Agreement including, for the avoidance of doubt, making each Initial Date Representation on the Effective Date pursuant to clause 4.2.2 of the Common Terms Agreement.

### 4. **REDESIGNATION OF COMMITMENTS**

#### 4.1 **Redesignation of Commitments**

On the Effective Date:

- (a) the Total Capex Facility Commitments and Total WC Facility Commitments shall be reallocated and redesignated as Commitments (as defined in the Amended IACFA) of each Continuing Lender in the amount indicated opposite such Continuing Lender's name in Schedule 4 (*Commitments in the Amended IACFA*) of this Deed; and
- (b) any Ancillary Commitment that has been provided in place of a Lender's unutilised WC Facility Commitment under the IACFA will be deemed to be provided under that Lender's unutilised Commitments under the Amended IACFA.

#### 4.2 **Rights and Obligations**

On and from the Effective Date:

- (a) each Continuing Lender acknowledges and agrees that it shall be party to the Amended IACFA as an Initial ACF Lender with the rights, powers and obligations of an Original Initial ACF Lender under the IACFA with respect to the Commitments set out opposite such Continuing Lender's name in Schedule 4 (*Commitments in the Amended IACFA*); and
- (b) each Retiring Lender is released from all the obligations under the IACFA and will not be a party to the Amended IACFA.

## 5. CONFIRMATION OF SECURITY

For the avoidance of doubt, the Company confirms that the Borrower Security held on trust by the Security Trustee for the Secured Creditors (including, for the avoidance of doubt, the Initial ACF Lenders) shall remain in full force and effect notwithstanding any changes made to the IAFCA pursuant to this Deed.

## 6. CONDITIONS PRECEDENT

The provisions of Clause 2 (*Amendment*) shall be effective only if, not later than 10 Business Days after the date of this Deed, or such other date as the Company and the Initial ACF Agent (acting on the instructions of all of the Lenders) may agree, the Initial ACF Agent has received all the documents and other evidence listed in Schedule 2 (*Conditions precedent to the Effective Date*) in form and substance satisfactory to the Initial ACF Agent (acting on the instructions of all of the Lenders). The Initial ACF Agent shall notify the Company and the Initial ACF Lenders promptly upon being so satisfied.

## 7. DESIGNATIONS AND ACKNOWLEDGEMENTS

(a) The Parties acknowledge and agree that:

(i) each of this Deed and the Amended IACFA is an Initial ACF Finance Document and an Authorised Credit Facility Agreement; and

(ii) the Initial ACF Lenders are Secured Creditors,

each for the purposes of the Security Trust and Intercreditor Deed and the Common Terms Agreement.

(b) The Parties acknowledge that the Secured Liabilities constituted by the Amended IACFA are Secured Liabilities of existing Secured Creditors for the purposes of clause 3.2 (*Conditions to entry into additional Finance Documents*) of the Security Trust and Intercreditor Deed.

## 8. MISCELLANEOUS

### 8.1 Incorporation of terms

The provisions of clause 29 (*Notices*) and clause 39 (*Enforcement*) of the IACFA shall be incorporated into this Deed as if set out in full in this Deed and as if references in those clauses to "this Agreement" are references to this Deed.

### 8.2 Counterparts

This Deed 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 Deed.

### 8.3 Execution

This document shall take effect as a deed notwithstanding the fact that a party may have executed this document under hand only.

## 9. GOVERNING LAW

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

**THIS DEED has been delivered on the date stated at the beginning of this Deed.**

**SCHEDULE 1**  
**FORM OF AMENDED IACFA**

**Dated 19 August 2016**

as amended and restated on the Amendment and Restatement Date

**ELLEVIO AB (PUBL)**

as the Company and Security Group Agent

**CERTAIN FINANCIAL INSTITUTIONS**

as Initial ACF Arrangers

**SKANDINAVISKA ENSKILDA BANKEN AB (PUBL)**

as Initial ACF Agent

**CERTAIN FINANCIAL INSTITUTIONS**

as Original Initial ACF Lenders

## **INITIAL AUTHORISED CREDIT FACILITIES AGREEMENT**

**Linklaters**

Ref: L-245860

Linklaters LLP



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**This Agreement** is made on 19 August 2016 and amended and restated on the Amendment and Restatement Date (as defined below) **between**:

- (1) **ELLEVIO AB (PUBL)**, a public company incorporated in Sweden with limited liability (registered number 556037-7326) (the “**Company**” and “**Security Group Agent**”);
- (2) **THE FINANCIAL INSTITUTIONS** listed in Part 1 of Schedule 1 (*The Original Parties*) as mandated lead arrangers (the “**Initial ACF Arrangers**”);
- (3) **SKANDINAVISKA ENSKILDA BANKEN AB (PUBL)** as agent of the other Initial ACF Finance Parties (the “**Initial ACF Agent**”); and
- (4) **THE FINANCIAL INSTITUTIONS** listed in Part 2 of Schedule 1 (*The Original Parties*) as lenders (the “**Original Initial ACF Lenders**”).

The Parties agree as follows:

## 1 Definitions and Interpretation

### 1.1 Definitions

In this Agreement:

“**Additional Borrower**” means a company which becomes an Additional Borrower in accordance with Clause 21 (*Changes to the Borrowers*);

“**Affected Lenders**” means all the Lenders participating in the Facility to which an amendment or waiver referred to under Clause 32.3.2 (*Exceptions*) relates;

“**Amendment and Restatement Agreement**” means the amendment and restatement deed dated 18 January 2019 relating to this Agreement and entered into between, among others, the Parties to this Agreement;

“**Amendment and Restatement Date**” means the Effective Date (as defined in the Amendment and Restatement Agreement);

“**Ancillary Commencement Date**” means, in relation to an Ancillary Facility, the date on which that Ancillary Facility is first made available, which date shall be a Business Day during the Availability Period for the Revolving Credit Facility;

“**Ancillary Commitment**” means, in relation to an Ancillary Lender, the maximum Base Currency Amount which that Ancillary Lender has agreed (whether or not subject to satisfaction of conditions precedent) to make available from time to time under an Ancillary Facility and which has been authorised as such under Clause 6 (*Ancillary Facilities*), to the extent that amount is not cancelled or reduced under this Agreement or the Ancillary Documents relating to that Ancillary Facility;

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

“**Ancillary Facility**” means any ancillary facility made available by an Ancillary Lender in accordance with Clause 6 (*Ancillary Facilities*);

“**Ancillary Lender**” means each Lender (or Affiliate of a Lender) who makes available an Ancillary Facility in accordance with Clause 6 (*Ancillary Facilities*);

“**Ancillary Outstandings**” means, at any time, in relation to an Ancillary Lender and an Ancillary Facility then in force the aggregate of the equivalents (as calculated by that

Ancillary Lender) in the Base Currency of the following amounts outstanding under that Ancillary Facility:

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

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

“**AP1**” means Första AP-fonden, (Reg. No. 802005-7538) a Swedish national pension fund that is a part of the Kingdom of Sweden, whose registered address is at P.O. Box 16294, 103 25 Stockholm, Sweden;

“**AP3**” means Tredje AP-fonden, (Reg. No. 802014-4120) a Swedish national pension fund that is a part of the Kingdom of Sweden, whose principal place of business is at Vasagatan 7, 9th floor, P.O. Box 1176, 111 91 Stockholm, Sweden;

“**Approved White List**” means the list set out in Schedule 9 (*Approved White List*);

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

“**Availability Period**” means in relation to the Revolving Credit Facility, the period from and including the Amendment and Restatement Date to and including the date which is 30 days before the Termination Date;

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

- (a) the Base Currency Amount of its participation in any outstanding Loans under that Facility and the Base Currency Amount of the aggregate of its and its Affiliates’ Ancillary Commitments; and
- (b) the amount of its participation in any other Loans that are due to be made under that Facility on or before the proposed Utilisation Date and the Base Currency Amount of its and its Affiliates’ Ancillary Commitment in relation to any new Ancillary Facility that is due to be made available on or before the proposed Utilisation Date.

For the purposes of calculating a Lender’s Available Commitment in relation to the Revolving Credit Facility the following amounts shall not be deducted from a Lender’s Commitment:

- (i) that Lender’s participation in any Loans that are due to be repaid or prepaid under the Revolving Credit Facility on or before the proposed Utilisation Date; and
- (ii) that Lender’s (and its Affiliate’s) Ancillary Commitments to the extent that they are due to be reduced or cancelled on or before the proposed Utilisation Date;

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

**“Available Facility”** means, in relation to the Revolving Credit Facility, the aggregate for the time being of each Lender’s Available Commitment in respect of the Revolving Credit Facility;

**“Bail-In Action”** means the exercise of any Write-down and Conversion Powers;

**“Bail-In Legislation”** means:

- (a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time; and
- (b) in relation to any other state, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation;

**“Base Currency Amount”** means:

- (a) in relation to a Utilisation, the amount specified in the Utilisation Request delivered by a Borrower for that Utilisation (or, if the amount requested is not denominated in the Base Currency, that amount converted into the Base Currency at the Initial ACF Agent’s Spot Rate of Exchange on the date which is three Business Days before the Utilisation Date or, if later, on the date the Initial ACF Agent receives the Utilisation Request in accordance with the terms of this Agreement); and
- (b) in relation to an Ancillary Commitment, the amount specified as such in the notice delivered to the Facility Agent by a Borrower pursuant to Clause 6.2 (*Availability*) (or, if the amount specified is not denominated in the Base Currency, that amount converted into the Base Currency at the Initial ACF Agent’s Spot Rate of Exchange on the date which is three Business Days before the Ancillary Commencement Date for that Ancillary Facility or, if later, the date the Initial ACF Agent receives the notice of the Ancillary Commitment in accordance with the terms of this Agreement),

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

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

- (a) (other than where paragraph (b) below applies) as the rate at which the relevant Base Reference Bank is willing to lend SEK 100,000,000 for the relevant period without collateral to other banks active on the Swedish money market; or

- (b) if different, as the rate (if any and applied to the relevant Base Reference Bank and the relevant period) which contributors to the applicable Screen Rate are asked to submit to the relevant administrator;

**“Base Reference Banks”** means any banks, being at least two in number, as may be appointed by the Initial ACF Agent acting reasonably and in consultation with the Security Group Agent and with the consent of the banks so appointed;

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

**“Basel III”** means:

- (a) the agreements on capital requirements, a leverage ratio and liquidity standards contained in “Basel III: A global regulatory framework for more resilient banks and banking systems”, “Basel III: International framework for liquidity risk measurement, standards and monitoring” and “Guidance for national authorities operating the countercyclical capital buffer” published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;
- (b) the rules for global systemically important banks contained in “Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text” published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and
- (c) any further guidance or standards published by the Basel Committee on Banking Supervision relating to “Basel III”;

**“Borrower”** means the Company and each Additional Borrower;

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

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

exceeds:

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

**“Change of Control”** means:

- (a) the Initial Investors (in aggregate and in whatever combination) cease directly or indirectly to:
- (i) have the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:

- A. cast, or control the casting of at least 50 per cent. of the maximum number of votes that might be cast at a general meeting of the Parent; or
  - B. appoint or remove at least half of the directors or other equivalent officers of the Parent; or
- (ii) hold beneficially at least 50 per cent. of the issued share capital of the Parent (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital) and at least 50 per cent. of the aggregate principal amount of the Investor Funding Loans owing by the Parent at any time; or
- (b) OMERS ceases to hold beneficially at least 25 per cent. of the issued share capital of the Parent (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital) or at least 25 per cent. of the aggregate principal amount of the Investor Funding Loans owing by the Parent at any time;
  - (c) the Parent does not or ceases to own legally and beneficially directly all of the issued share capital of the Company; or
  - (d) Holdco 3 ceases to own legally and beneficially directly all of the issued share capital of the Parent.

**“Commitment”** means:

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

to the extent:

- (i) not cancelled, reduced or transferred by it under this Agreement; and
- (ii) not deemed to be zero pursuant to Clause 21.2.1 (*Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates*);

**“Commitment Fee”** has the meaning given to such term in Clause 13.2.1 (*Commitment fee*);

**“CRD IV”** means:

- (a) Regulation (EU) No. 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms; and
- (b) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directive 2006/48/EC and 2006/49/EC;

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

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

any Commitment or amount outstanding under this Agreement;

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

**"Defaulting Lender"** means any Lender (other than a Lender which is a Sponsor Affiliate):

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

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

- (i) its failure to pay is caused by:
  - (A) administrative or technical error; or
  - (B) a Disruption Event,and payment is made within three Business Days of its due date; or
- (ii) the Lender is disputing in good faith whether it is contractually obliged to make the payment in question;

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Trustee;

**"Designated Gross Amount"** means the amount notified by the Company to the Initial ACF Agent upon the establishment of a Multi-account Overdraft as being the maximum amount of Gross Outstandings that will, at any time, be outstanding under that Multi-account Overdraft;

**"Designated Net Amount"** means the amount notified by the Company to the Initial ACF Agent upon the establishment of a Multi-account Overdraft as being the maximum amount of Net Outstandings that will, at any time, be outstanding under that Multi-account Overdraft;

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

**"Eligible Institution"** means any Lender or other bank, financial institution, trust, fund or other entity;

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



**“Facility Office”** means:

- (a) in respect of a Lender, the office or offices notified by that Lender to the Initial ACF Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five Business Days’ written notice) as the office or offices through which it will perform its obligations under this Agreement; or
- (b) in respect of any other Initial ACF Finance Party, the office in the jurisdiction in which it is resident for tax purposes;

**“Fee Letter”** means: (a) any letter or letters dated on or prior to the date of the Amendment and Restatement Agreement between (among others) the Initial ACF Agent and the Borrower Security Group Agent setting out any of the fees referred to in Clause 13 (*Fees*) or under any other Initial ACF Finance Document; or (b) any letter or letters between the Company and any Increase Lender pursuant to Clause 2.2 (*Increase*) setting out any fee payable to an Increase Lender;

**“Funding Rate”** means any individual rate notified by a Lender to the Initial ACF Agent pursuant to Clause 12.4.1(ii) (*Cost of funds*);

**“Gross Outstandings”** means, in relation to a Multi-account Overdraft, the Ancillary Outstandings of that Multi-account Overdraft but calculated on the basis that the words "(net of any Available Credit Balance)" in paragraph (a) of the definition of "Ancillary Outstandings" were deleted;

**“Hostile Takeover”** means the acquisition of or a merger with a company (the **“Target Company”**) by a member of the Security Group without the consent of the Target Company’s board of directors and/or management;

**“Impaired Agent”** means the Initial ACF Agent at any time when:

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

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

- (i) its failure to pay is caused by:
  - (A) administrative or technical error; or
  - (B) a Disruption Event,and payment is made within three Business Days of its due date; or
- (ii) the Initial ACF Agent is disputing in good faith whether it is contractually obliged to make the payment in question;

**"Increase Confirmation"** means a confirmation substantially in the form set out in Schedule 6 (*Form of Increase Confirmation*);

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

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

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

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

**"Initial Investors"** means OMERS, AP1, AP3 or Folksam or any funds, limited partnerships or other entities directly or indirectly controlled, managed and/or advised by any of OMERS, AP1, AP3 or Folksam;

**"Interest Period"** means, in relation to a Loan, each period determined in accordance with Clause 11 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 10.3 (*Default interest*);

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

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

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

**"Lender"** means:

- (a) any Original Initial ACF Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 2.2 (*Increase*) or 19 (*Changes to the Lenders*),

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

**"Loan"** means a loan made or to be made under the Revolving Credit Facility or the principal amount outstanding for the time being of that loan;

**"Majority Lenders"** means a Lender or Lenders whose Commitments aggregate  $66\frac{2}{3}$  per cent. or more of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated  $66\frac{2}{3}$  per cent. or more of the Total Commitments immediately prior to that reduction);

**"Margin"** means:

- (a) in relation to the Revolving Credit Facility, 0.85 per cent. per annum;
- (b) in relation to any Unpaid Sum relating or referable to the Revolving Credit Facility, the rate specified in paragraph (a) above;

**"Multi-account Overdraft"** means an Ancillary Facility which is an overdraft facility comprising more than one account;

**"Net Outstandings"** means, in relation to a Multi-account Overdraft, the Ancillary Outstandings of that Multi-account Overdraft;

**"New Lender"** has the meaning given to such term in Clause 19.1 (*Assignments and transfers by the Lenders*);

**"Non-Consenting Lender"** has the meaning given to such term in Clause 32.5.5 (*Replacement of Lender*);

**"Notifiable Debt Purchase Transaction"** has the meaning given to such term in Clause 20.2.2 (*Disenfranchisement of Sponsor Affiliates*);

**"OMERS"** means OMERS Infrastructure Management Inc;

**"Original Capex Facility"** means the revolving credit facility as made available to the Borrower under clause 2.1.1(iv) of the Initial Authorised Credit Facility Agreement dated 19 August 2016;

**"Party"** means a party to this Agreement;

**"Quotation Day"** means, in relation to any period for which an interest rate is to be determined two Business Days before the first day of that period, (unless market practice differs in the Relevant Market for that currency, in which case, the Quotation Day for that currency will be determined by the Initial ACF Agent in accordance with market practice in the Relevant Market (and, if quotations would normally be given on more than one day, the Quotation Day will be the last of those days));

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

**"Relevant Market"** means, in relation to SEK, the Swedish interbank market, in relation to Euro, the European interbank market, and, in relation to any other currency, the London interbank market;

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

**"Replacement Benchmark"** means a benchmark rate which is:

- (a) formally designated, nominated or recommended as the replacement for a Screen Rate by:
  - (i) the administrator of that Screen Rate; or
  - (ii) any Relevant Nominating Body,

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

- (b) in the opinion of the Majority Lenders and the Company, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to a Screen Rate; or
- (c) in the opinion of the Majority Lenders and the Company, an appropriate successor to a Screen Rate;

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

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

**"Revolving Credit Facility"** means the revolving credit facility made available under this Agreement as described in Clause 2.1 (*The Facilities*);

**"Rollover Loan"** means one or more Loans:

- (a) made or to be made on the same day that a maturing Loan is due to be repaid;
- (b) the aggregate amount of which is equal to or less than the maturing Loan; and
- (c) made or to be made to the same Borrower for the purpose of refinancing that maturing Loan;

**"Screen Rate"** means: in relation to STIBOR, the Stockholm interbank offered rate administered and calculated by the Nasdaq OMX Nordic (or any other person which takes over the administration of that rate) under supervision by a committee appointed by the board of directors of the Swedish Bankers' Association for SEK for the relevant period, as displayed (before any correction, recalculation or republication by the administrator) on the relevant page of the Thomson Reuters or Bloomberg screen (or any replacement Thomson Reuters or Bloomberg page which displays that rate), or, in each case, on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters or Bloomberg. If such page or service ceases to be available, the Initial ACF Agent may specify another page or service displaying the relevant rate after consultation with the Security Group Agent;

**"Separate Loans"** has the meaning given to such term in Clause 7.1.5 (*Repayment of Loans*);

**"Seventh Anniversary"** has the meaning given to that term in Clause 7.2.1(ii);

**"Sixth Anniversary"** has the meaning given to that term in Clause 7.2.1(i);

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

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

**"STIBOR"** means, in relation to any Loan:

- (a) the applicable Screen Rate as at the Specified Time for the currency of that Loan and for a period equal in length to the Interest Period of that Loan; or
- (b) as otherwise determined pursuant to Clause 12.1 (*Unavailability of Screen Rate*);

**“Sub-Agent”** has the meaning given to such term in Clause 22.7.4 (*Rights and discretions*);

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

**“Termination Date”** means the date falling on the fifth anniversary of the Amendment and Restatement Date or, in relation to any Commitments or Loans the applicable extended date determined in accordance with Clause 7.2 (*Extension option*);

**“Third Party Disposal”** has the meaning given to such term in Clause 21.3 (*Resignation of a Borrower*),

**“Total Commitments”** means the aggregate of the Commitments, being SEK 7,500,000,000 at the Amendment and Restatement Date;

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

**“Transfer Date”** means, in relation to an assignment or transfer, the later of:

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

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

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

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

**“Write-down and Conversion Powers”** means:

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

- (ii) any similar or analogous powers under that Bail-In Legislation.

## 1.2 Construction

- 1.2.1 Subject to clause 1.3 (*Hierarchy of Finance Document definitions*) of the Common Terms Agreement and unless otherwise defined in this Agreement or the context requires otherwise, terms used in this Agreement have the same meaning ascribed to them in the master definitions agreement dated on or about the date of this Agreement between, *inter alios*, the Company and the Initial ACF Arrangers (the “**Master Definitions Agreement**”) (*mutatis mutandis*).
- 1.2.2 Subject to clause 1.3 (*Hierarchy of Finance Document definitions*) of the Common Terms Agreement and unless otherwise provided in this Agreement or the context otherwise requires, the principles of interpretation or construction contained in part 2 (*Construction*) of schedule 1 (*Common Definitions*) to the Master Definitions Agreement shall apply to this Agreement as though set out in full in this Agreement (*mutatis mutandis*).
- 1.2.3 This Agreement and the rights and obligations of the Parties are subject to:
- (i) the terms and conditions of the Common Terms Agreement as though they were set out in full in this Agreement and, in the case of conflict between the terms of this Agreement and the Common Terms Agreement, the Common Terms Agreement will prevail; and
  - (ii) the provisions of the STID and, in the case of conflict between the terms of this Agreement or the Common Terms Agreement and the STID, the STID will prevail.
- 1.2.4 A Borrower providing “**cash cover**” for an Ancillary Facility means a Borrower paying an amount to an interest-bearing account in the name of such Borrower and the following conditions being met:
- (i) the account is with the Account Bank or the Ancillary Lender for which that cash cover is to be provided; and
  - (ii) such Borrower has executed a security document over that account, in favour of and in form and substance satisfactory to the Security Trustee or the Ancillary Lender (acting reasonably) with which that account is held, creating a first ranking security interest over that account.
- 1.2.5 A Borrower “**repaying**” or “**prepaying**” Ancillary Outstandings means:
- (i) that Borrower providing cash cover in respect of the Ancillary Outstandings;
  - (ii) the maximum amount payable under the Ancillary Facility being reduced or cancelled in accordance with its terms; or
  - (iii) the Ancillary Lender being satisfied that it has no further liability under that Ancillary Facility,
- and the amount by which Ancillary Outstandings are, repaid or prepaid under paragraph (i) and (ii) above is the amount of the relevant cash cover or reduction.
- 1.2.6 An amount borrowed includes any amount utilised under an Ancillary Facility.

### **1.3 Third-party rights**

- 1.3.1 Unless expressly provided to the contrary in an Initial ACF Finance Document and other than the Security Trustee who shall have such rights, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the “**Third Parties Act**”) to enforce or enjoy the benefit of any term of this Agreement.
- 1.3.2 Notwithstanding any term of any Initial ACF Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

### **1.4 Contractual recognition of bail-in**

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

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

## **2 The Facilities**

### **2.1 The Facilities**

- 2.1.1 Subject to the terms of this Agreement, the Lenders make available a Base Currency revolving credit facility in an aggregate amount equal to the Total Commitments capable of being reborrowed as contemplated by this Agreement.
- 2.1.2 The Revolving Credit Facility will, on and from the Amendment and Restatement Date, be available to the Company.
- 2.1.3 The Revolving Credit Facility will, on and from the date the relevant company becomes an Additional Borrower in accordance with Clause 21.2 (*Additional Borrowers*), also be available to such Additional Borrower.
- 2.1.4 Subject to the terms of this Agreement and the Ancillary Documents, an Ancillary Lender may make available an Ancillary Facility to any of the Borrowers in place of all or part of its Commitment under the Revolving Credit Facility.
- 2.1.5 The Parties agree and acknowledge that the Facilities constitute Secured Debt.

## 2.2 Increase

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

- (i) the Available Commitments of a Defaulting Lender in accordance with Clause 8.5 (*Right of cancellation in relation to a Defaulting Lender*); or
- (ii) the Commitments of a Lender in accordance with:
  - (a) Clause 8.1 (*Illegality*); or
  - (b) Clause 8.4 (*Right of cancellation and repayment in relation to a single Lender*),

request that the Total Commitments be increased (and the Total Commitments under the Revolving Credit Facility shall be so increased) in an aggregate amount in the Base Currency of up to the amount of the Available Commitments or Commitments so cancelled as follows:

- (I) the increased Commitments will be assumed by one or more Eligible Institutions (each, an “**Increase Lender**”) selected by the Security Group Agent (each of which shall not be a Sponsor Affiliate or a member of the Security Group and which is further acceptable to the Initial ACF Agent (acting reasonably)) and each of which confirms in writing (whether in the relevant Increase Confirmation or otherwise) its willingness to assume and does assume all the obligations of a Lender corresponding to that part of the increased Commitments which it is to assume, as if it had been an Original Initial ACF Lender in respect of those Commitments;
- (II) each of the Obligors and any Increase Lender shall assume obligations towards one another and/or acquire rights against one another as the Obligors and the Increase Lender would have assumed and/or acquired had the Increase Lender been an Original Initial ACF Lender in respect of that part of the increased Commitments which it is to assume;
- (III) each Increase Lender shall become a Party as a “Lender” and any Increase Lender and each of the other Initial ACF Finance Parties shall assume obligations towards one another and acquire rights against one another as that Increase Lender and those Initial ACF Finance Parties would have assumed and/or acquired had the Increase Lender been an Original Initial ACF Lender in respect of that part of the increased Commitments which it is to assume;
- (IV) the Commitments of the other Lenders shall continue in full force and effect; and
- (V) any increase in the Total Commitments shall, subject to the condition set out in Clause 2.2.4 below, take effect on the date specified by the Security Group Agent in the notice referred to



above or any later date on which the Initial ACF Agent executes an otherwise duly completed Increase Confirmation delivered to it by the relevant Increase Lender.

- 2.2.2 The Initial ACF Agent shall, subject to Clause 2.2.3 below, as soon as reasonably practicable after receipt by it of a duly completed Increase Confirmation appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Increase Confirmation.
- 2.2.3 The Initial ACF Agent shall only be obliged to execute an Increase Confirmation delivered to it by an Increase Lender once it is satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations in relation to the assumption of the increased Commitments by that Increase Lender.
- 2.2.4 An increase in the Commitments will only be effective if the Increase Lender enters into the documentation required for it to accede as a party to the STID.
- 2.2.5 Each Increase Lender, by executing the Increase Confirmation, confirms that the Initial ACF Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the increase becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as it would have been had it been an Original Lender.
- 2.2.6 The Increase Lender shall, within 10 Business Days from the date upon which the increase takes effect, pay to the Initial ACF Agent (for its own account) a fee in an amount equal to the fee which would be payable under Clause 19.3 (*Assignment or transfer fee*) if the increase were a transfer pursuant to Clause 19.5 (*Procedure for transfer*) and if the Increase Lender were a New Lender.
- 2.2.7 The Company may pay to the Increase Lender a fee in the amount and at the times agreed between the Company and the Increase Lender in a Fee Letter.
- 2.2.8 Neither the Initial ACF Agent nor any Lender shall have any obligation to find an Increase Lender and in no event shall any Lender whose Commitment is replaced by an Increase Lender be required to pay or surrender any of the fees received by such Lender pursuant to the Initial ACF Finance Documents.
- 2.2.9 Clause 19.4 (*Limitation of responsibility of Existing Lenders*) shall apply *mutatis mutandis* in this Clause 2.2 in relation to an Increase Lender as if references in that Clause to:
- (i) an “**Existing Lender**” were references to all the Lenders immediately prior to the relevant increase;
  - (ii) the “**New Lender**” were references to that Increase Lender; and
  - (iii) a “**re-transfer**” and “**re-assignment**” were references to respectively a “transfer” and an assignment.

### 2.3 Initial ACF Finance Parties’ rights and obligations

- 2.3.1 The obligations of each Initial ACF Finance Party under the Initial ACF Finance Documents are several. Failure by an Initial ACF Finance Party to perform its obligations under the Initial ACF Finance Documents does not affect the obligations

of any other Party under the Initial ACF Finance Documents. No Initial ACF Finance Party is responsible for the obligations of any other Initial ACF Finance Party under the Initial ACF Finance Documents.

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

### **3 Purpose**

#### **3.1 Purpose**

- 3.1.1** Each Borrower shall apply all amounts borrowed by it under the Revolving Credit Facility towards:
- (i) the refinancing of Existing Indebtedness in the form of the Original Capex Facility;
  - (ii) the financing or refinancing of Capital Expenditure of the Security Group (including expenditure relating to any Certified Storm Event) to the extent such Capital Expenditure will accrue to the RAV of the Security Group or will generate regulated income under the applicable regulatory regime at the time of the relevant Utilisation;
  - (iii) the financing of Permitted Acquisitions as described in paragraphs (d) and (f) of the definition thereof (and excluding any Permitted Acquisition constituting a Hostile Takeover);
  - (iv) costs and expenses incurred (on an arm's length basis) in connection with any Permitted Acquisition pursuant to paragraph (iii) above; and
  - (v) the refinancing of any existing Financial Indebtedness of the relevant target company or business acquired in any Permitted Acquisition referenced in paragraph (iii) above.
- 3.1.2** Each Borrower shall apply any utilisation of any Ancillary Facility towards general corporate purposes and the working capital requirements of the Security Group.

#### **3.2 Monitoring**

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

## **4 Conditions of Loan**

### **4.1 Initial conditions precedent**

The obligations of each Lender to participate in any Loan are subject to clause 3 (*Conditions Precedent*) of the Common Terms Agreement. The Initial ACF Agent will notify the Initial ACF Lenders upon the satisfaction of the conditions precedent in the CP Agreement.

### **4.2 Further conditions precedent**

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

4.2.1 no Default is continuing or would result from the proposed Loan; and

4.2.2 in relation to any Loan on the Amendment and Restatement Date, all the representations and warranties in schedule 1 (*Security Group Representations*) to the Common Terms Agreement or, in relation to any other Loan, the Repeating Representations, in each case to the extent not qualified by materiality or by way of Material Adverse Effect are true in all material respects and, to the extent so qualified, are true,

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

### **4.3 Maximum number of Loans**

A Borrower may not deliver a Utilisation Request if, as a result of the proposed Loan twelve or more Loans would be outstanding, provided that no separate Loans made pursuant to Clause 7.1.5 (*Repayment of Loans*) shall be counted for the purposes of this Clause 4.3.

## **5 Loans**

### **5.1 Delivery of a Utilisation Request**

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

### **5.2 Completion of a Utilisation Request for Loans**

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

5.2.1 the proposed Utilisation Date is a Business Day within the Availability Period;

5.2.2 the currency and amount of the Loan comply with Clause 5.3 (Currency and amount); and

5.2.3 the proposed Interest Period complies with Clause 11 (Interest Periods).

### **5.3 Currency and amount**

5.3.1 The currency specified in a Utilisation Request must be the Base Currency in relation to the Revolving Credit Facility.

5.3.2 The amount of the proposed Loan must be a minimum of SEK10,000,000, or, if less, the Available Facility.

#### **5.4 Lenders' participation**

5.4.1 If the conditions set out in this Agreement and the Common Terms Agreement have been met, each Lender shall make its participation in each Loan available by the Utilisation Date through its Facility Office.

5.4.2 Other than as set out in Clause 5.4.3, the amount of each Lender's participation in each Loan will be equal to the proportion borne by its Available Commitment to the Available Facility immediately prior to making the Loan.

5.4.3 If a Utilisation under the Revolving Credit Facility is made to repay Ancillary Outstandings, each Lender's participation in that Utilisation will be in an amount (as determined by the Initial ACF Agent) which will result as nearly as possible in the aggregate amount of its participation in such Utilisations then outstanding bearing the same proportion to the aggregate amount of the Revolving Credit Facility Utilisations then outstanding as its Commitment bears to the Total Commitments.

#### **5.5 Cancellation of Commitment**

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

### **6 Ancillary Facilities**

#### **6.1 Type of Facility**

An Ancillary Facility may be by way of:

6.1.1 an overdraft facility;

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

6.1.3 a short-term loan facility;

6.1.4 a derivatives facility;

6.1.5 a foreign exchange facility; or

6.1.6 any other facility or accommodation required in connection with the business of the Security Group and which is agreed by the relevant Borrower with an Ancillary Lender.

#### **6.2 Availability**

6.2.1 If a Borrower and a Lender agree and except as otherwise provided in this Agreement, the Lender may provide an Ancillary Facility on a bilateral basis in place of all or part of that Lender's unutilised Commitment (which shall (except for the purposes of determining the Majority Lenders and of Clause 32.5 (*Replacement of Lender*)) be reduced by the amount of the Ancillary Commitment under that Ancillary Facility).

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

- (i) a notice in writing of the establishment of an Ancillary Facility and specifying:
  - (a) the proposed Borrower(s) (or Affiliate(s) of a Borrower) which may use the Ancillary Facility;
  - (b) the proposed Ancillary Commencement Date and expiry date of the Ancillary Facility;
  - (c) the proposed type of Ancillary Facility to be provided;
  - (d) the proposed Ancillary Lender; and
  - (e) the proposed Ancillary Commitment and the maximum amount of the Ancillary Facility and, in the case of a Multi-account Overdraft, its Designated Gross Amount and its Designated Net Amount; and
- (ii) any other information which the Initial ACF Agent may reasonably request in connection with the Ancillary Facility.

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

**6.2.4** Subject to compliance with Clause 6.2.2:

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

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

### **6.3 Terms of Ancillary Facilities**

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

**6.3.2** However, those terms:

- (i) must be based upon normal commercial terms at that time (except as varied by this Agreement);
- (ii) may allow only Borrowers (or Affiliates of Borrowers nominated pursuant to Clause 6.8 (*Affiliates of Borrowers*)) to use the Ancillary Facility;
- (iii) may not allow the Ancillary Outstandings to exceed the Ancillary Commitment;
- (iv) may not allow the Ancillary Commitment of a Lender to exceed the Available Commitment with respect to the Revolving Credit Facility of that Lender (before taking into account the effect of the Ancillary Facility on that Available Commitment); and
- (v) must require that the Ancillary Commitment is reduced to zero, and that all Ancillary Outstandings are repaid (or cash cover provided in respect of all the Ancillary Outstandings) not later than the Termination Date for the Revolving Credit Facility (or such earlier date as the Commitment of the relevant Ancillary Lender (or its Affiliate) is reduced to zero).

**6.3.3** If there is any inconsistency between any term of an Ancillary Facility and any term of this Agreement, this Agreement shall prevail except for:

- (i) Clause 29.3 (*Day count convention*) which shall not prevail for the purposes of calculating fees, interest or commission relating to an Ancillary Facility;
- (ii) an Ancillary Facility comprising more than one account where the terms of the Ancillary Documents shall prevail to the extent required to permit the netting of balances on those accounts; and
- (iii) where the relevant term of this Agreement would be contrary to, or inconsistent with, the law governing the relevant Ancillary Document, in which case, that term of this Agreement shall not prevail.

**6.3.4** Interest, commission and fees on Ancillary Facilities are dealt with in Clause 13.4 (*Interest, commission and fees on Ancillary Facilities*).

## **6.4 Repayment of Ancillary Facility**

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

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

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

- (i) required to reduce the Gross Outstandings of a Multi-account Overdraft to or towards an amount equal to its Net Outstandings;
- (ii) the Total Commitments have been cancelled in full, or all outstanding Utilisations under the Revolving Credit Facility have become due and payable in accordance with the terms of this Agreement, or the Initial ACF Agent has declared all outstanding Utilisations under the Revolving Credit Facility immediately due and payable, or the expiry date of the Ancillary Facility occurs;
- (iii) it becomes unlawful in any applicable jurisdiction for the Ancillary Lender to perform any of its obligations as contemplated by this Agreement or to fund, issue or maintain its participation in its Ancillary Facility (or it becomes unlawful for any Affiliate of the Ancillary Lender for the Ancillary Lender to do so); or
- (iv) both:
  - (a) the Available Commitments relating to the Revolving Credit Facility; and
  - (b) the notice of the demand given by the Ancillary Lender,would not prevent the relevant Borrower funding the repayment of those Ancillary Outstandings in full by way of Loan.

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

## 6.5 Limitations on Ancillary Outstandings

Each Borrower shall procure that:

- 6.5.1 the Ancillary Outstandings under any Ancillary Facility provided by that Ancillary Lender shall not exceed the Ancillary Commitment applicable to that Ancillary Facility; and
- 6.5.2 in relation to a Multi-account Overdraft:
- (i) the Ancillary Outstandings shall not exceed the Designated Net Amount applicable to that Multi-account Overdraft; and
  - (ii) the Gross Outstandings shall not exceed the Designated Gross Amount applicable to that Multi-account Overdraft.

## 6.6 Adjustment for Ancillary Facilities upon acceleration

In this Clause 6.6:

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

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

- 6.6.1 If the Initial ACF Agent exercises any of its rights under clause 7.2 (*Consequences of an Event of Default and delivery of an Acceleration Notice*) of the Common Terms Agreement (other than a notice declaring Utilisations to be due on demand), each Lender and each Ancillary Lender shall promptly adjust by corresponding transfers (to the extent necessary) their claims in respect of amounts outstanding to them under the Revolving Credit Facility and each Ancillary Facility to ensure that after such transfers the Revolving Credit Outstandings of each Lender bear the same proportion to the Total Revolving Credit Outstandings as such Lender's Commitment bears to the Total Commitments, each as at the date the Initial ACF Agent exercises the relevant right(s) under clause 7.2 (*Consequences of an Event of Default and delivery of an Acceleration Notice*) of the Common Terms Agreement.
- 6.6.2 If an amount outstanding under an Ancillary Facility is a contingent liability and that contingent liability becomes an actual liability or is reduced to zero after the original adjustment is made under Clause 6.6.1, then each Lender and Ancillary Lender will make a further adjustment by corresponding transfers (to the extent necessary) to put themselves in the position they would have been in had the original adjustment been determined by reference to the actual liability or, as the case may be, zero liability and not the contingent liability.

- 6.6.3** Any transfer of rights and obligations relating to Revolving Credit Outstandings made pursuant to this Clause 6.6 shall be made for a purchase price in cash, payable at the time of transfer, in an amount equal to those Revolving Credit Outstandings.
- 6.6.4** Prior to the application of the provisions of Clause 6.6.1 above, an Ancillary Lender that has provided a Multi-account Overdraft shall set-off any Available Credit Balance on any account comprised in that Multi-account Overdraft.
- 6.6.5** All calculations to be made pursuant to this Clause 6.6 shall be made by the Initial ACF Agent (acting reasonably) based upon information provided to it by the Lenders and Ancillary Lenders (a written copy of which shall, if requested, be provided to the Security Group Agent showing such calculations in reasonable detail).

## **6.7 Affiliates of Lenders as Ancillary Lenders**

- 6.7.1** Subject to the terms of this Agreement, an Affiliate of a Lender may become an Ancillary Lender. In such case, the Lender and its Affiliate shall be treated as a single Lender whose Commitment is the amount set out opposite the relevant Lender's name in Part 2 (*The Original Initial ACF Lenders*) of Schedule 1 (*The Original Parties*) and/or the amount of any Commitment transferred to or assumed by that Lender under this Agreement, to the extent (in each case) not cancelled, reduced or transferred by it under this Agreement. For the purposes of calculating the Lender's Available Commitment with respect to the Revolving Credit Facility, the Lender's Commitment shall be reduced to the extent of the aggregate of the Ancillary Commitments of its Affiliates.
- 6.7.2** The relevant Borrower shall specify any relevant Affiliate of a Lender in any notice delivered by such Borrower to the Initial ACF Agent pursuant to Clause 6.2.2(i) (*Availability*).
- 6.7.3** An Affiliate of a Lender which becomes an Ancillary Lender shall accede to the STID as an Additional Secured Creditor and any person which so accedes to the STID shall, at the same time, become a party to this Agreement as an Ancillary Lender in accordance with clause 2.2 (*Accession of Additional Secured Creditor*) of the STID.
- 6.7.4** If a Lender assigns all of its rights and benefits or transfers all of its rights and obligations to a New Lender (as defined in Clause 19.1 (*Assignments and transfers by the Lenders*)), its Affiliate shall cease to have any obligations under this Agreement or any Ancillary Document.
- 6.7.5** Where this Agreement or any other Initial ACF Finance Document imposes an obligation on an Ancillary Lender and the relevant Ancillary Lender is an Affiliate of a Lender which is not a party to that document, the relevant Lender shall ensure that the obligation is performed by its Affiliate.

## **6.8 Affiliates of Borrowers**

- 6.8.1** Subject to the terms of this Agreement, an Affiliate of a Borrower may, with the approval of the relevant Lender, become a borrower with respect to an Ancillary Facility.



- 6.8.2** The relevant Borrower shall specify any relevant Affiliate in any notice delivered by such Borrower to the Initial ACF Agent pursuant to Clause 6.2.2(i) (*Availability*).
- 6.8.3** Where this Agreement or any other Finance Document imposes an obligation on a Borrower under an Ancillary Facility and the relevant Borrower is an Affiliate of a Borrower which is not a party to that document, the relevant Borrower shall ensure that the obligation is performed by its Affiliate.
- 6.8.4** Any reference in this Agreement or any other Finance Document to a Borrower being under no obligations (whether actual or contingent) as a Borrower under such Finance Document shall be construed to include a reference to any Affiliate of a Borrower being under no obligations under any Finance Document or Ancillary Document.

## **6.9 Information**

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

## **6.10 Revolving Credit Facility Commitment amounts**

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

- 6.10.1** its Ancillary Commitment; or
- 6.10.2** the Ancillary Commitment of its Affiliate.

## **6.11 Amendments and waivers – Ancillary Facilities**

No amendment or waiver of a term of any Ancillary Facility shall require the consent of any Initial ACF Finance Party other than the relevant Ancillary Lender unless such amendment or waiver itself relates to or gives rise to a matter which would require an amendment of or under this Agreement (including, for the avoidance of doubt, under this Clause 6). In such a case, Clause 32 (*Amendments and Waivers*) will apply.

## **7 Repayment**

### **7.1 Repayment of Loans**

- 7.1.1** Subject to Clauses 7.1.3 and 7.1.5, each Borrower which has drawn a Loan shall repay that Loan on the last day of its Interest Period.
- 7.1.2** Amounts drawn and repaid under the Revolving Credit Facility are capable of being reborrowed during the Availability Period.
- 7.1.3** Any amounts outstanding under the Revolving Credit Facility on the Termination Date shall be repaid on that date.
- 7.1.4** Without prejudice to each Borrower's obligation under Clause 7.1.1, if:
- (i) one or more Loans are to be made available to a Borrower:

- (a) on the same day that a maturing Loan is due to be repaid by that Borrower; and
  - (b) in whole or in part for the purpose of refinancing the relevant maturing Loan; and
- (ii) the proportion borne by each Lender's participation in that maturing Loan to the amount of that maturing Loan is the same as the proportion borne by that Lender's participation in the new Loans to the aggregate amount of those new Loans,

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

- (I) if the amount of the relevant maturing Loan exceeds the aggregate amount of the new Loans:
  1. the relevant Borrower will only be required to make a payment under Clause 25.1 (*Payments to the Initial ACF Agent*) in an amount equal to that excess; and
  2. each Lender's participation in the new Loans shall be treated as having been made available and applied by the relevant Borrower in or towards repayment of that Lender's participation in the relevant maturing Loan and that Lender will not be required to make a payment under Clause 25.1 (*Payments to the Initial ACF Agent*) in respect of its participation in the new Loans; and
- (II) if the amount of the relevant maturing Loan is equal to or less than the aggregate amount of the new Loans:
  1. the relevant Borrower will not be required to make a payment under Clause 25.1 (*Payments to the Initial ACF Agent*); and
  2. each Lender will be required to make a payment under Clause 25.1 (*Payments to the Initial ACF Agent*) in respect of its participation in the Loans only to the extent that its participation in the new Loans exceeds that Lender's participation in the relevant maturing Loans and the remainder of that Lender's participation in the new Loans shall be treated as having been made available and applied by the relevant Borrower in or towards repayment of that Lender's participation in the relevant maturing Loan.

**7.1.5** At any time when a Lender becomes a Defaulting Lender, the maturity date of each of the participations of that Lender in the Loans then outstanding will be automatically extended to the Termination Date applicable to such Loans and will be treated, in each case, as separate Loans (the "**Separate Loans**").

**7.1.6** If a Borrower makes a prepayment of a Loan pursuant to Clause 8.3 (*Voluntary prepayment of Loans*), a Borrower to whom a Separate Loan is outstanding may prepay that Loan by giving not less than five Business Days' prior notice to the Initial ACF Agent. The proportion borne by the amount of the prepayment of the relevant Separate Loan to the amount of the Separate Loans shall not exceed the

proportion borne by the amount of the prepayment of the Loan to the Loans. The Initial ACF Agent will forward a copy of a prepayment notice received in accordance with this Clause 7.1.6 to the Defaulting Lender concerned as soon as practicable on receipt.

7.1.7 Interest in respect of a Separate Loan will accrue for successive Interest Periods selected by a Borrower by the time and date specified by the Initial ACF Agent (acting reasonably) and will be payable by that Borrower to the Initial ACF Agent (for the account of that Defaulting Lender) on the last day of each Interest Period of that Loan.

7.1.8 The terms of this Agreement relating to Loans generally shall continue to apply to the corresponding Separate Loans other than to the extent inconsistent with Clauses 7.1.5 to 7.1.7, in which case, those provisions shall prevail in respect of any Separate Loan.

## 7.2 Extension option

7.2.1 The Company may request in writing that the Termination Date is extended subject to the terms of this Clause 7.2 by giving notice to the Initial ACF Agent not more than 60 days and not less than 30 days before the date which is the:

- (i) first anniversary of the Amendment and Restatement Date and if such request is accepted by one or more Lenders in accordance with this Clause 7.2 then the Termination Date shall be extended to the sixth anniversary of the Amendment and Restatement Date (the "**Sixth Anniversary**") in relation to the Commitments and Loans held by such accepting Lenders at the date of acceptance; and/or
- (ii) second anniversary of the Amendment and Restatement Date and if such request is accepted by one or more Lenders in accordance with this Clause 7.2 then the Termination Date shall be extended to the seventh anniversary of the Amendment and Restatement Date (the "**Seventh Anniversary**") in relation to the Commitments and Loans held by such accepting Lenders at the date of acceptance.

7.2.2 A notice served by the Company pursuant to paragraph Clause 7.2.1 above shall be irrevocable.

7.2.3 The Initial ACF Agent shall promptly notify each Lender of any such request.

7.2.4 Each Lender shall notify the Initial ACF Agent of its decision (which shall be in its sole discretion) whether or not to agree to the request not later than 10 Business Days before the date which is:

- (i) in respect of a request pursuant to Clause 7.2.1(i), the first anniversary of the Amendment and Restatement Date (and, if any Lender has not notified the Initial ACF Agent of its acceptance of the request on or before such date, it shall be deemed to have refused such request); or
- (ii) in respect of a request pursuant to Clause 7.2.1(ii), the second anniversary of the Amendment and Restatement Date (and, if any Lender has not notified the Initial ACF Agent of its acceptance of the request on or before such date, it shall be deemed to have refused such request),

and the Initial ACF Agent shall promptly notify the Company whether or not each Lender has agreed to the request.

- 7.2.5** Notwithstanding any other provision in this Agreement, no request for a further extension under this Clause 7.2 shall extend the Termination Date beyond the Seventh Anniversary.
- 7.2.6** If any Lender does not agree to any extension request, its participation in any outstanding Loan shall be repaid in accordance with Clause 7.1 (*Repayment of Loans*).
- 7.2.7** If a Lender agrees to an extension of the Termination Date pursuant to a request submitted in accordance with this Clause 7.2, the Company shall pay to the Initial ACF Agent (for the account of the relevant Lender) a fee of 0.1 per cent. flat on the amount of Commitment of each Lender whose Commitment is extended for each year during which the Commitment is so extended. That fee shall be payable no later than 5 Business Days after the Initial ACF Agent notifies the Company in accordance with Clause 7.2.4 above.

## **8 Illegality, Voluntary Prepayment and Cancellation**

### **8.1 Illegality**

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

- 8.1.1** that Lender shall promptly notify the Initial ACF Agent upon becoming aware of that event;
- 8.1.2** upon the Initial ACF Agent notifying the Security Group Agent, the Security Group Agent will either notify the Initial ACF Agent of:
- (i) the cancellation of the Commitment of that Lender; or
  - (ii) replacement of that Lender in accordance with Clause 32.5 (*Replacement of Lender*); and
- 8.1.3** in the event of an election under Clause 8.1.2(i), each Borrower shall repay that Lender's participation in the Loans made to that Borrower on the last day of the Interest Period for the Loans occurring after the Initial ACF Agent has notified the Security Group Agent or, if earlier, on the date specified by the Lender in the notice delivered to the Initial ACF Agent (being no earlier than the last day of any applicable grace period permitted by law).

### **8.2 Voluntary cancellation**

- 8.2.1** The Security Group Agent may, if it gives the Initial ACF Agent (copied to the Security Trustee) not less than five Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, cancel the whole or any part (being a minimum amount of SEK10,000,000 (or such lesser amount as the Initial ACF Agent may agree, acting on the instructions of the Majority Lenders)) of an Available Facility. Any cancellation under this Clause 8.2 shall reduce the Commitments of the Lenders rateably under the Revolving Credit Facility.

8.2.2 Subject to Clause 8.2.1, any cancellation under this Clause 8.2 shall reduce the Commitments of the Lenders rateably under the Revolving Credit Facility.

### 8.3 Voluntary prepayment of Loans

8.3.1 A Borrower to which a Loan has been made may, if the Security Group Agent gives the Initial ACF Agent not less than five Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, prepay the whole or any part of a Loan (but if in part, being an amount that reduces the Base Currency Amount of the Loan by a minimum amount of SEK10,000,000 (or such lesser amount as the Initial ACF Agent may agree, acting on the instructions of the Majority Lenders). The Security Group Agent must confirm to the Initial ACF Agent that it has sufficient funds on such Payment Date to effect such prepayment and any amounts to be paid in priority to, or *pari passu* with, such prepayment amounts.

8.3.2 Any amount prepaid pursuant to Clause 8.3.1 shall be available for reborrowing.

8.3.3 A voluntary prepayment of a Loan must be applied pro rata in respect of each Lender's Commitment under the Revolving Credit Facility.

### 8.4 Right of cancellation and repayment in relation to a single Lender

8.4.1 If:

- (i) any sum payable to any Lender (other than a Sponsor Affiliate) by an Obligor is required to be increased under Clause 14.1.3 (Tax gross-up); or
- (ii) any Lender (other than a Sponsor Affiliate) claims indemnification from an Obligor under Clause 14.2 (*Tax indemnity*) or 15.1 (*Increased Costs*),

the Security Group Agent may, while the circumstance giving rise to the requirement for increase or indemnification continues, give the Initial ACF Agent notice (with copy to the Security Trustee):

- (a) (if such circumstances relate to a Lender) of cancellation of the Commitment of that Lender and its intention to procure the repayment of that Lender's participation in the Utilisations; or
- (b) (if such circumstances relate to a Lender) of replacement of that Lender and its intention to procure the repayment of that Lender's participation in the Utilisations.

8.4.2 On receipt of a notice referred to in Clause 8.4.1 in relation to a Lender, the Available Commitment of that Lender shall immediately be reduced to zero.

8.4.3 On the last day of each Interest Period which ends after the Security Group Agent has given notice under Clause 8.4.1 in relation to a Lender (or, if earlier, the date specified by the Security Group Agent in that notice), each Borrower to which a Loan is outstanding shall repay that Lender's participation in that Loan together with all interest and other amounts accrued under the Initial ACF Finance Documents.

### 8.5 Right of cancellation in relation to a Defaulting Lender

8.5.1 If any Lender becomes a Defaulting Lender, the Security Group Agent may, at any time while the Lender continues to be a Defaulting Lender, give the Initial ACF

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

**8.5.2** On the notice referred to in Clause 8.5.1 becoming effective, each Available Commitment of the Defaulting Lender shall immediately be reduced to zero.

**8.5.3** The Initial ACF Agent shall, as soon as practicable after receipt of a notice referred to in Clause 8.5.1, notify all the Lenders.

## **8.6 Change of Control**

**8.6.1** Upon the occurrence of a Change of Control:

(i) the Security Group Agent shall promptly notify the Initial ACF Agent upon becoming aware of that event and the Initial ACF Agent shall immediately thereafter notify the Lenders;

(ii) each Lender shall have a period of 30 Business Days (the "**Change of Control Period**") from the date on which the Security Group Agent notifies the Initial ACF Agent in accordance with Clause 8.6.1(i) during which time each such Lender may notify the Initial ACF Agent that it wishes to cancel its Commitments and declare its participation in all outstanding Loans, together with accrued interest, immediately due and payable, and the Initial ACF Agent shall immediately thereafter notify the Security Group Agent of each such notification by such Lender;

(iii) during the Change of Control Period, a Lender shall not be obliged to fund any new Loan other than a Rollover Loan; and

(iv) in respect of each Lender which notifies the Initial ACF Agent pursuant to Clause 8.6.1(ii), all outstanding Loans, together with accrued interest, and all other amounts accrued under the Initial ACF Finance Documents, will become immediately due and payable 15 Business Days after the end of the Change of Control Period.

**8.6.2** The Borrowers shall make any prepayment under this Clause 8.6 in accordance with the order of application of proceeds set out in Clause 8.8 (*Application of mandatory prepayments*).

## **8.7 Sale of all or substantially all the assets of the Security Group**

Upon the occurrence of a sale of all or substantially all of the assets of the Security Group whether in a single transaction or a series of transactions, the Facilities will be cancelled and all outstanding Loans and Ancillary Outstandings, together with accrued interest and all other amounts accrued under the Initial ACF Finance Documents shall become immediately due and payable.

## **8.8 Application of mandatory prepayments**

Unless the Borrower makes an election under Clause 8.8.1, the Borrower shall prepay Loans in accordance with Clause 8.6.1(iv) (*Change of Control*).

**8.8.1** The Borrower may elect that any prepayment pursuant to Clause 8.6 (*Change of Control*) be applied in prepayment of all outstanding Loans of the relevant Lender, together with accrued interest, on the last day of the Interest Period relating to that Loan. If the Borrower makes that election then a proportion of the Loan equal to

the amount of the relevant prepayment will be due and payable on the last day of its Interest Period.

- 8.8.2** If the Borrower has made an election under Clause 8.8.1 but an Event of Default has occurred and is continuing, that election shall no longer apply if the Majority Lenders so require and a proportion of the Loan in respect of which the election was made equal to the amount of the relevant prepayment shall be immediately due and payable.

## **9 Restrictions**

### **9.1 Notices of cancellation or prepayment**

Any notice of cancellation, prepayment, authorisation or other election given by any Party under Clause 7.2 (*Illegality, Voluntary Prepayment and Cancellation*) shall (subject to the terms of that Clause) be irrevocable and, unless a contrary indication appears in this Agreement, any such notice shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.

### **9.2 Interest and other amounts**

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

### **9.3 Reborrowing of the Revolving Credit Facility**

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

### **9.4 Prepayment in accordance with Agreement**

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

### **9.5 No reinstatement of Commitments**

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

### **9.6 Initial ACF Agent's receipt of notices**

If the Initial ACF Agent receives a notice under Clause 7.2 (*Illegality, Voluntary Prepayment and Cancellation*), it shall promptly forward a copy of that notice or election to either the Security Group Agent or the affected Lender, as appropriate.

### **9.7 Effect of repayment and prepayment on Commitments**

If all or part of a Loan is repaid or prepaid and is not available for redrawing (other than by operation of Clause 4.2 (*Further conditions precedent*)), an amount of the Commitments (equal to the Base Currency Amount of the Loan which is repaid or prepaid) in respect of the Revolving Credit Facility will be deemed to be cancelled on the date of repayment or

prepayment. Any cancellation under this Clause 9.7 shall reduce the Commitments of the Lenders rateably under the Revolving Credit Facility.

## **10 Interest**

### **10.1 Calculation of interest**

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

- (i) Margin; and
- (ii) STIBOR,

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

### **10.2 Payment of interest**

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

### **10.3 Default interest**

**10.3.1** If a Borrower fails to pay any amount payable by it under an Initial ACF Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to Clause 10.3.2, is 1.00 per cent. per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan in the currency of the overdue amount for successive Interest Periods, each of a duration selected by the Initial ACF Agent (acting reasonably). Any interest accruing under this Clause 10.3 shall be immediately payable by such Borrower on demand by the Initial ACF Agent.

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

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

**10.3.3** Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

### **10.4 Notification of rates of interest**

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



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

## 11 Interest Periods

### 11.1 Selection of Interest Periods and terms

11.1.1 A Borrower (or the Security Group Agent on its behalf) may select an Interest Period for a Loan in the Utilisation Request for that Loan.

11.1.2 Subject to this Clause 11, a Borrower (or the Security Group Agent on its behalf) may select an Interest Period for a Loan:

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

11.1.3 An Interest Period for a Loan shall not extend beyond the Termination Date.

11.1.4 A Loan has one Interest Period only.

11.1.5 Following an Event of Default, Interest Periods for each of the Facilities shall be the same.

### 11.2 Non-Business Days

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not). In the event the final date of an Interest Period has been modified in accordance with this Clause 11, the final date of any subsequent Interest Period which has been selected by a Borrower (or the Security Group Agent on its behalf) in accordance with Clause 11.1 (*Selection of Interest Periods and terms*) shall correspond to the calendar date that would have been applicable if no such modification had occurred.

## 12 Changes to the Calculation of Interest

### 12.1 Unavailability of Screen Rate

12.1.1 If no Screen Rate is available for STIBOR for the Interest Period of a Loan, the applicable STIBOR shall be the Interpolated Screen Rate for a period equal in length to the Interest Period of that Loan.

12.1.2 If no Screen Rate is available for STIBOR for the Interest Period of a Loan and it is not possible to calculate the Interpolated Screen Rate, the applicable STIBOR shall be the Base Reference Bank Rate as at the Specified Time and for a period equal in length to the Interest Period of that Loan.

12.1.3 If Clause 12.1.2 applies but no Base Reference Bank Rate is available for the relevant currency or the relevant Interest Period there shall be no STIBOR for that

Loan and Clause 12.4 (*Cost of funds*) shall apply to that Loan for that Interest Period.

## **12.2 Calculation of Base Reference Bank Rate**

- 12.2.1** Subject to Clause 12.2.2, if STIBOR is to be determined on the basis of a Base Reference Bank Rate but a Base Reference Bank does not supply a quotation by the Specified Time, the Base Reference Bank Rate shall be calculated on the basis of the quotations of the remaining Base Reference Banks.
- 12.2.2** If at or about the Specified Time none or only one of the Base Reference Banks supplies a quotation, there shall be no Base Reference Bank Rate for the relevant Interest Period.

## **12.3 Market disruption**

If before close of business in London on the Quotation Day for the relevant Interest Period the Initial ACF Agent receives notifications from a Lender or Lenders (whose participations in a Loan exceed 35 per cent. of that Loan) that the cost to it of funding its participation in that Loan from whatever source it may reasonably select would be in excess of STIBOR (as applicable), then Clause 12.4 (*Cost of funds*) shall apply to that Loan for the relevant Interest Period.

## **12.4 Cost of funds**

- 12.4.1** If this Clause 12.4 applies, the rate of interest on the relevant Loan for the relevant Interest Period shall be the percentage rate per annum which is the sum of:
- (i) the Margin; and
  - (ii) the weighted average of the rates notified to the Initial ACF Agent by each Lender as soon as practicable and in any event within three Business Days of the first day of that Interest Period (or, if earlier, on the date falling three Business Days before the date on which interest is due to be paid in respect of that Interest Period), to be that which expresses as a percentage rate per annum the cost to the relevant Lender of funding its participation in that Loan from whatever source it may reasonably select.
- 12.4.2** If this Clause 12.4 applies and the Initial ACF Agent or the Security Group Agent so requires, the Initial ACF Agent and the Security Group Agent shall enter into negotiations (for a period of not more than 30 days) with a view to agreeing a substitute basis for determining the rate of interest.
- 12.4.3** Any alternative basis agreed pursuant to Clause 12.4.2 shall, with the prior consent of all the Lenders and the Company, be binding on all Parties.
- 12.4.4** If this Clause 12.4 applies pursuant to Clause 12.3 (*Market disruption*) and:
- (i) a Lender's Funding Rate is less than STIBOR; or
  - (ii) a Lender does not supply a quotation by the time specified in Clause 12.4.1(ii),
- the cost to that Lender of funding its participation in that Loan for that Interest Period shall be deemed, for the purposes of Clause 12.4.1, to be STIBOR.

12.4.5 If this Clause 12.4 applies pursuant to Clause 12.1 (*Unavailability of Screen Rate*) but any Lender does not supply a quotation by the time specified in Clause 12.4.1(ii), the rate of interest shall be calculated on the basis of the quotations of the remaining Lenders.

## 12.5 Notification of changes to Interest Rates

The Initial ACF Agent shall promptly notify the Borrowers and the Lenders of any change in the interest rate applicable to the Revolving Credit Facility occasioned by the operation of this Clause 12.

## 12.6 Break Costs

12.6.1 Each Borrower shall, within three Business Days of demand by an Initial ACF Finance Party, pay to that Initial ACF Finance Party its Break Costs attributable to all or any part of a Loan or Unpaid Sum being paid by that Borrower on a day other than the last day of an Interest Period for that Loan or Unpaid Sum.

12.6.2 Each Lender shall, as soon as reasonably practicable after a demand by the Initial ACF Agent, provide a certificate confirming the amount of its Break Costs for any Interest Period in which they accrue.

## 13 Fees

### 13.1 Arrangement fee

The Security Group Agent shall pay (or procure payment) to the Initial ACF Agent (for the account of each Increased Commitment ACF Lender (as defined in the relevant Fee Letter)) an aggregate arrangement fee in the amount and times agreed in a Fee Letter.

### 13.2 Commitment Fee

13.2.1 The Security Group Agent shall pay (or procure payment) to the Initial ACF Agent (for the account of each Lender) a fee (the "**Commitment Fee**") computed at the rate of 35 per cent. of the applicable Margin on that Lender's Available Commitment under the Revolving Credit Facility for the period from (and including) the Amendment and Restatement Date to the last day of the Availability Period.

13.2.2 The accrued Commitment Fee is payable on the last day of each successive period of three months which ends during the relevant Availability Period, on the last day of the relevant Availability Period and on the cancelled amount of the relevant Lender's Commitment at the time the cancellation is effective.

13.2.3 No Commitment Fee is payable to the Initial ACF Agent (for the account of each Lender) on any Available Commitment of that Lender for any day on which that Lender is a Defaulting Lender.

### 13.3 Agency fee

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

### **13.4 Interest, commission and fees on Ancillary Facilities**

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

## **14 Tax Gross-up and Indemnities**

### **14.1 Tax gross-up**

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

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

**14.1.3** If a Tax Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

**14.1.4** A payment shall not be increased under Clause 14.1.3 by reason of a Tax Deduction if, on the date on which the payment falls due, the relevant Lender is a Treaty Lender and the Obligor making the payment is able to demonstrate that the payment could have been made to the Lender without the Tax Deduction had that Lender complied with its obligations under Clause 14.1.7.

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

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

**14.1.7** A Treaty Lender and each Obligor which makes a payment to which that Treaty Lender is entitled shall co-operate in completing any procedural formalities necessary for that Obligor to obtain authorisation to make that payment without a Tax Deduction.

### **14.2 Tax indemnity**

**14.2.1** The Security Group Agent shall (within three Business Days of demand by the Initial ACF Agent) pay (or procure payment) to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of an Initial ACF Finance Document.

**14.2.2** Clause 14.2.1 shall not apply:

- (i) with respect to any Tax assessed on an Initial ACF Finance Party:
  - (a) under the law of the jurisdiction in which that Initial ACF Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Initial ACF Finance Party is treated as resident for tax purposes;
  - (b) under the law of the jurisdiction in which that Initial ACF Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction; or
  - (c) under the laws of the jurisdiction in which that Initial ACF Finance Party is considered to have a permanent establishment for corporate income tax purposes to the extent that the Loan is attributable to the activities of that permanent establishment,  
  
if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Initial ACF Finance Party; or
- (ii) to the extent a loss, liability or cost:
  - (a) is or will be compensated for by a payment or an increased payment under Clause 14.1 (*Tax gross-up*) or a payment under Clause 14.5 (*Transfer Taxes*); or
  - (b) relates to a FATCA Deduction required to be made by a Party; or
- (iii) with respect to any Tax that arises from fraud, gross negligence or wilful misconduct of an Initial ACF Finance Party.

**14.2.3** A Protected Party making, or intending to make, a claim under Clause 14.2.1 shall promptly notify the Initial ACF Agent of the event which will give, or has given, rise to the claim, following which the Initial ACF Agent shall notify the Security Group Agent.

**14.2.4** A Protected Party shall, on receiving a payment from an Obligor under this Clause 14.2, notify the Initial ACF Agent.

### **14.3 Tax Credit**

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

- (i) a Tax Credit is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and
- (ii) that Initial ACF Finance Party has obtained and utilised that Tax Credit,  
  
the Initial ACF Finance Party shall pay an amount to the Obligor which that Initial ACF Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Obligor.

#### **14.4 Lender status confirmation**

**14.4.1** Each Lender which becomes a Party to this Agreement after the date of this Agreement shall indicate, in the Transfer Certificate, Assignment Agreement or Accession Memorandum which it executes on becoming a Party which of the following categories it falls in:

- (i) a Treaty Lender; or
- (ii) not a Treaty Lender.

**14.4.2** If a New Lender fails to indicate its status in accordance with this Clause 14.4 then such New Lender shall be treated for the purposes of this Agreement (including by each Obligor as if it is not a Treaty Lender until such time as it notifies the Initial ACF Agent which category applies (and the Initial ACF Agent, upon receipt of such notification, shall inform the Company). For the avoidance of doubt, a Transfer Certificate, Assignment Agreement or Accession Memorandum shall not be invalidated by any failure of a Lender to comply with this Clause 14.4.

#### **14.5 Transfer Taxes**

The Security Group Agent shall indemnify against and, within three Business Days of demand, pay (or procure payment to) each Initial ACF Finance Party of the amount of any cost, loss or liability that an Initial ACF Finance Party incurs in relation to all transfer taxes, registration and other similar Taxes payable in respect of any Initial ACF Finance Document (other than a Transfer Certificate or Assignment Agreement except where such assignment or transfer is made as a result of Clause 17 (*Mitigation by the Lenders*)).

#### **14.6 Value added tax**

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

#### **14.7 FATCA information**

**14.7.1** Subject to Clause 14.7.3, each Party shall, within 10 Business Days of a reasonable request by another Party:

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

- 14.7.2** If a Party confirms to another Party pursuant to Clause 14.7.1(i) that it is a FATCA Exempt Party and it subsequently becomes aware that it is not, or has ceased to be, a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.
- 14.7.3** Clause 14.7.1 shall not oblige any Party to do anything (a) to the extent that any such form, documentation or other information (or the information required to be provided on such form or documentation) is not reasonably available to such Party, using reasonable efforts, or (b) which would or might in its reasonable opinion constitute a breach of:
- (i) any law or regulation;
  - (ii) any fiduciary duty; or
  - (iii) any duty of confidentiality.
- 14.7.4** If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with Clause 14.7.1(i) or Clause 14.7.1(ii) (including where Clause 14.7.3 applies), then such Party shall be treated for the purposes of the Initial ACF Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

## **14.8 FATCA Deduction**

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

## **15 Increased Costs**

### **15.1 Increased Costs**

- 15.1.1** Subject to Clause 15.3 (*Exceptions*), the Security Group Agent shall, within three Business Days of a demand by the Initial ACF Agent, pay (or procure payment) for the account of an Initial ACF Finance Party the amount of any Increased Costs incurred by that Initial ACF Finance Party or any Affiliate of that Initial ACF Finance Party as a result of:
- (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation;
  - (ii) compliance with any law or regulation made on or after the date of the Amendment and Restatement Agreement; or

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

**15.1.2** In this Agreement, “**Increased Costs**” means:

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

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

## **15.2 Increased Cost claims**

**15.2.1** An Initial ACF Finance Party intending to make a claim pursuant to Clause 15.1 (*Increased Costs*) shall, promptly on becoming aware of the same, notify the Initial ACF Agent of the event giving rise to the claim, following which the Initial ACF Agent shall promptly notify the Security Group Agent.

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

## **15.3 Exceptions**

**15.3.1** Clause 15.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

- (i) attributable to a Tax Deduction required by law to be made by an Obligor;
- (ii) attributable to a FATCA Deduction required to be made by a Party;
- (iii) compensated for by Clause 14.2 (*Tax indemnity*) (or would have been compensated for under Clause 14.2 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in Clause 14.2.2 applied);
- (iv) attributable to the implementation or application of, or compliance with, Basel II or any other law or regulation which implements Basel II (whether such implementation, application or compliance is by a government, regulator, Initial ACF Finance Party or any of its Affiliates); or
- (v) attributable to the wilful breach by the relevant Initial ACF Finance Party or its Affiliates of any applicable law or regulation.



## 16 Other Indemnities and Representation

### 16.1 Indemnity to the Initial ACF Agent

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

- 16.1.1 any cost, loss or liability incurred by the Initial ACF Agent (acting reasonably) as a result of:
- (i) investigating any event which it reasonably believes is a Default; or
  - (ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised; or
  - (iii) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement; and
- 16.1.2 any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by the Initial ACF Agent (otherwise than by reason of the Initial ACF Agent's gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to Clause 26.6 (*Disruption to payment systems, etc.*), notwithstanding the Initial ACF Agent's negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Initial ACF Agent) in acting as Initial ACF Agent under the Initial ACF Finance Documents.

### 16.2 Currency indemnity

- 16.2.1 If any sum due from an Obligor under the Initial ACF Finance Documents (a "Sum"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "First Currency") in which that Sum is payable into another currency (the "Second Currency") for the purpose of:
- (i) making or filing a claim or proof against that Obligor; or
  - (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,
- that Obligor shall, as an independent obligation, within three Business Days of demand, indemnify each Initial ACF Finance Party to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between: (a) the rate of exchange used to convert that Sum from the First Currency into the Second Currency; and (b) the rate or rates of exchange available to that person at the time of its receipt of that Sum.
- 16.2.2 Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Initial ACF Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

### 16.3 Other indemnities

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

- 16.3.1 the occurrence of any Event of Default;

- 16.3.2 a failure by an Obligor to pay any amount due under an Initial ACF Finance Document on its due date, including, without limitation, any cost, loss or liability arising as a result of Clause 24 (*Sharing among the Initial ACF Finance Parties*);
- 16.3.3 funding, or making arrangements to fund, its participation in a Loan requested by a Borrower in a Utilisation Request; or
- 16.3.4 a Loan (or part thereof) not being prepaid in accordance with a notice of prepayment given by a Borrower or the Security Group Agent on its behalf.

#### **16.4 No double recovery**

Notwithstanding the indemnities set forth in Clauses 16.2 (*Currency indemnity*) and 16.3 (*Other indemnities*), in the event the Initial ACF Finance Parties have recovered amounts from the Obligors under similar indemnities in the Common Documents, the Initial ACF Finance Parties shall not recover from the Obligors under this Agreement.

### **17 Mitigation by the Lenders**

#### **17.1 Mitigation**

- 17.1.1 Each Initial ACF Finance Party shall, in consultation with the Security Group Agent, take all reasonable steps to mitigate or remove any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 8.1 (*Illegality*), 14 (*Tax Gross-up and Indemnities*) or 15 (*Increased Costs*) including (but not limited to) transferring its rights and obligations under the Initial ACF Finance Documents to another Affiliate or Facility Office.
- 17.1.2 Clause 17.1.1 does not in any way limit the obligations of any Obligor under the Initial ACF Finance Documents.

#### **17.2 Limitation of liability**

- 17.2.1 The Security Group Agent shall promptly indemnify each Initial ACF Finance Party for the amount of all costs and expenses reasonably incurred by that Initial ACF Finance Party as a result of steps taken by it under Clause 17.1 (*Mitigation*).
- 17.2.2 An Initial ACF Finance Party is not obliged to take any steps under Clause 17.1 (*Mitigation*) if, in the opinion of that Initial ACF Finance Party (acting reasonably), to do so might be prejudicial to it.

### **18 Costs and Expenses**

#### **18.1 Transaction expenses**

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

- 18.1.1 this Agreement and any other documents referred to in this Agreement and the Security Documents; and
- 18.1.2 any other Initial ACF Finance Documents executed after the date of the Amendment and Restatement Agreement.

## 18.2 Amendment costs

If: (i) the Security Group Agent requests an amendment, waiver or consent; or (ii) an amendment is required pursuant to Clause 26.5 (*Change of currency*), the Security Group Agent shall, within three Business Days of demand, reimburse (or procure reimbursement of) the Initial ACF Agent for the amount of all costs and expenses (including legal fees) reasonably incurred by the Initial ACF Agent in responding to, evaluating, negotiating or complying with that request or requirement.

## 19 Changes to the Lenders

### 19.1 Assignments and transfers by the Lenders

Subject to this Clause 19 and to Clause 20 (*Restriction on Debt Purchase Transactions*), a Lender (the “**Existing Lender**”) may:

19.1.1 assign any of its rights; or

19.1.2 transfer by novation any of its rights and obligations,

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

### 19.2 Conditions of assignment or transfer

19.2.1 Subject to Clauses 19.2.2, an Existing Lender must obtain the prior written consent of the Security Group Agent before it may make an assignment, transfer or sub-participation in accordance with Clause 19.1 (*Assignments and transfers by the Lenders*) in respect of a Loan unless, in each case, the assignment or transfer is made:

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

19.2.2 Subject to Clause 19.2.3, the consent of the Security Group Agent to an assignment, transfer or sub-participation must not be unreasonably withheld or delayed. The Security Group Agent will be deemed to have given its consent 10 Business Days after the Lender has requested it unless consent is expressly refused by the Security Group Agent within that time.

19.2.3 Unless the assignment or transfer is made at a time when an Event of Default is continuing, an Existing Lender must first obtain consent of the Security Group Agent (at least 10 Business Days prior to any assignment or transfer in accordance with Clause 19.1 (*Assignments and transfers by the Lenders*)) where the proposed transferee is a hedge fund, vulture fund or infrastructure fund (other than an infrastructure fund whose primary purpose is the purchase of debt and not equity) and the requirement of the Security Group Agent not to unreasonably withhold or delay consent pursuant to Clause 19.2.2 shall not apply to any consent of the Security Group Agent requested under this Clause 19.2.3.

**19.2.4** Each New Lender must enter into a Confidentiality Undertaking prior to entering into any assignment or transfer pursuant to this Clause 19.

**19.2.5** An assignment will only be effective on:

- (i) receipt by the Initial ACF Agent (whether in the Assignment Agreement or otherwise) of written confirmation from the New Lender (in form and substance satisfactory to the Initial ACF Agent) that the New Lender will assume the same obligations to the other Initial ACF Finance Parties as it would have been under if it was an Original Initial ACF Lender;
- (ii) the New Lender entering into the documentation required for it to accede as a party to the STID; and
- (iii) the performance by the Initial ACF Agent of all necessary “know your customer” or other similar checks under all applicable laws and regulations in relation to such assignment to a New Lender, the completion of which the Initial ACF Agent shall promptly notify to the Existing Lender and the New Lender.

**19.2.6** A transfer will only be effective if the New Lender enters into the documentation required for it to accede as a party to the STID and if the procedure set out in Clause 19.5 (*Procedure for transfer*) is complied with.

**19.2.7** If:

- (i) a Lender assigns or transfers any of its rights or obligations under the Initial ACF Finance Documents or changes its Facility Office; and
- (ii) as a result of circumstances existing at the date the assignment, transfer or change occurs, an Obligor would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under Clause 14 (*Tax Gross-up and Indemnities*) or 15 (*Increased Costs*),

then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under the relevant Clause to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the assignment, transfer or change had not occurred.

**19.2.8** Each New Lender, by executing the relevant Transfer Certificate or Assignment Agreement, confirms, for the avoidance of doubt, that the Initial ACF Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the transfer or assignment becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.

### **19.3 Assignment or transfer fee**

**19.3.1** Unless the Initial ACF Agent otherwise agrees and subject to Clause 19.3.2 below, the New Lender shall, on the date upon which an assignment or transfer takes effect, pay to the Initial ACF Agent (for its own account) a fee of SEK25,000.

**19.3.2** No fee is payable pursuant to Clause 19.3.1 above if:

- (i) the Initial ACF Agent agrees that no fee is payable; or

- (ii) the assignment or transfer is made by an Existing Lender:
  - (a) to another Existing Lender or an Affiliate of an Existing Lender;
  - (b) to a fund which is a Related Fund of that Existing Lender; or
  - (c) in connection with primary syndication of any Facility.

#### **19.4 Limitation of responsibility of Existing Lenders**

**19.4.1** Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:

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

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

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

**19.4.3** Nothing in any Initial ACF Finance Document obliges an Existing Lender to:

- (i) accept a re-transfer or re-assignment from a New Lender of any of the rights and obligations assigned or transferred under this Clause 19; or
- (ii) support any losses, directly or indirectly, incurred by the New Lender by reason of the non-performance by any Obligor of its obligations under the Initial ACF Finance Documents or otherwise.

#### **19.5 Procedure for transfer**

**19.5.1** Subject to the conditions set out in Clause 19.2 (*Conditions of assignment or transfer*), a transfer is effected in accordance with Clause 19.5.3 when the Initial ACF Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Lender and the New Lender. The Initial ACF Agent shall, subject to Clause 19.5.2, as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with the terms of

this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate.

**19.5.2** The Initial ACF Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations in relation to the transfer to such New Lender.

**19.5.3** Subject to Clause 19.9 (*Pro rata interest settlement*), on the Transfer Date:

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

## **19.6 Procedure for assignment**

**19.6.1** Subject to the conditions set out in Clause 19.2 (*Conditions of assignment or transfer*), an assignment may be effected in accordance with Clause 19.6.3 when the Initial ACF Agent executes an otherwise duly completed Assignment Agreement delivered to it by the Existing Lender and the New Lender. The Initial ACF Agent shall, subject to Clause 19.6.2, as soon as reasonably practicable after receipt by it of a duly completed Assignment Agreement appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Assignment Agreement.

**19.6.2** The Initial ACF Agent shall only be obliged to execute an Assignment Agreement delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations in relation to the assignment to such New Lender.

**19.6.3** Subject to Clause 19.9 (*Pro rata interest settlement*), on the Transfer Date:

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

**19.6.4** Lenders may utilise procedures other than those set out in this Clause 19.6 to assign their rights under the Initial ACF Finance Documents (but not without the consent of the relevant Obligor or unless in accordance with Clause 19.5 (*Procedure for transfer*) to obtain a release by that Obligor from the obligations owed to that Obligor by the Lenders nor the assumption of equivalent obligations by a New Lender), provided that they comply with the conditions set out in Clause 19.2 (*Conditions of assignment or transfer*).

## **19.7 Copy of Transfer Certificate, Assignment Agreement or Increase Confirmation to the Security Group Agent**

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

## **19.8 Security over Lenders’ rights**

In addition to the other rights provided to Lenders under this Clause 19, each Lender may, without consulting with or obtaining consent from any Obligor, at any time, charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Initial ACF Finance Document to secure obligations of that Lender, including, without limitation:

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

**19.8.2** any charge, assignment or other Security granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such charge, assignment or Security shall:

- (i) release a Lender from any of its obligations under the Initial ACF Finance Documents or substitute the beneficiary of the relevant charge, assignment or other security for the Lender as a party to any of the Initial ACF Finance Documents; or

- (ii) require any payments to be made by an Obligor or grant to any person any more extensive rights than those required to be made or granted to the relevant Lender under the Initial ACF Finance Documents.

## **19.9 Pro rata interest settlement**

**19.9.1** If the Initial ACF Agent has notified the Lenders that it is able to distribute interest payments on a “pro rata basis” to Existing Lenders and New Lenders, then (in respect of any transfer pursuant to Clause 19.5 (*Procedure for transfer*) or any assignment pursuant to Clause 19.6 (*Procedure for assignment*) the Transfer Date of which, in each case, is after the date of such notification and is not on the last day of an Interest Period):

- (i) any interest or fees in respect of the relevant participation which are expressed to accrue by reference to the lapse of time shall continue to accrue in favour of the Existing Lender up to but excluding the Transfer Date (“**Accrued Amounts**”) and shall become due and payable to the Existing Lender (without further interest accruing on them) on the last day of the current Interest Period (or, if the Interest Period is longer than six months, on the next of the dates which falls at six-monthly intervals after the first day of that Interest Period); and
- (ii) the rights assigned or transferred by the Existing Lender will not include the right to the Accrued Amounts so that:
  - (a) when the Accrued Amounts become payable, those Accrued Amounts will be payable for the account of the Existing Lender; and
  - (b) the amount payable to the New Lender on that date will be the amount which would, but for the application of this Clause 19.9, have been payable to it on that date, but after deduction of the Accrued Amounts.

**19.9.2** In this Clause 19.9, references to “**Interest Period**” shall be construed to include a reference to any other period for accrual of fees.

**19.9.3** An Existing Lender which retains the right to the Accrued Amounts pursuant to this Clause 19.9 but which does not have a Commitment shall be deemed not to be a Lender for the purposes of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve any request for a consent, waiver, amendment or other vote of Lenders under the Initial ACF Finance Documents.

## **20 Restriction on Debt Purchase Transactions**

### **20.1 Prohibition on Debt Purchase Transactions**

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

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



## 20.2 Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates

20.2.1 For so long as a Sponsor Affiliate:

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

in ascertaining:

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

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

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

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

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

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

20.2.4 Each Sponsor Affiliate that is a Lender agrees that:

- (i) in relation to any meeting or conference call to which all the Lenders are invited to attend or participate, it shall not attend or participate in the same if so requested by the Initial ACF Agent or, unless the Initial ACF Agent otherwise agrees, be entitled to receive the agenda or any minutes of the same; and

- (ii) in its capacity as Lender, unless the Initial ACF Agent otherwise agrees, it shall not be entitled to receive any report or other document prepared at the behest of, or on the instructions of, the Initial ACF Agent or one or more of the Lenders.

### **20.3 Sponsor Affiliates' notification to other Lenders of Debt Purchase Transactions**

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

## **21 Changes to the Borrowers**

### **21.1 Assignment and transfers by the Borrowers**

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

### **21.2 Additional Borrowers**

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

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

**21.2.2** The Initial ACF Agent shall notify the Security Group Agent and the Lenders promptly upon being satisfied that it has received (in form and substance satisfactory to it) all the documents and other evidence listed in the Accession Memorandum.

**21.2.3** Upon becoming an Additional Borrower, that Subsidiary shall make any filings (and provide copies of such filings) as required by Clause 14.1 (*Tax gross-up*).

### **21.3 Resignation of a Borrower**

- 21.3.1** In this Clause 21.3, “**Third Party Disposal**” means the disposal of an Obligor to a person which is not a member of the Security Group where that disposal is a Permitted Disposal.
- 21.3.2** If a Borrower is the subject of a Third Party Disposal, the Security Group Agent may request that such Borrower (other than the Company) ceases to be a Borrower by delivering to the Initial ACF Agent a Resignation Letter.
- 21.3.3** The Initial ACF Agent shall accept a Resignation Letter and notify the Security Group Agent and the other Finance Parties of its acceptance if:
- (i) no Default is continuing or would result from the acceptance of the Resignation Letter; and
  - (ii) the relevant Borrower is under no actual or contingent obligations as a Borrower or Guarantor under any Finance Documents.
- 21.3.4** Upon notification by the Initial ACF Agent to the Security Group Agent of its acceptance of the resignation of a Borrower, that company shall cease to be a Borrower and shall have no further rights or obligations under the Initial ACF Finance Documents as an Obligor except that the resignation shall not take effect (and such Borrower will continue to have rights and obligations under the Initial ACF Finance Documents) until the date on which the Third Party Disposal takes effect.

## **22 Role of the Initial ACF Agent, the Initial ACF Arrangers and Others**

### **22.1 Appointment of the Initial ACF Agent**

- 22.1.1** Each Lender appoints the Initial ACF Agent to act as its agent under and in connection with the Initial ACF Finance Documents.
- 22.1.2** Each Lender authorises the Initial ACF Agent to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Initial ACF Agent under or in connection with the Initial ACF Finance Documents together with any other incidental rights, powers, authorities and discretions.

### **22.2 Instructions**

- 22.2.1** The Initial ACF Agent shall:
- (i) unless a contrary indication appears in an Initial ACF Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Initial ACF Agent in accordance with any instructions given to it by:
    - (a) all Lenders if the relevant Initial ACF Finance Document stipulates the matter is an all Lender decision;
    - (b) the Super Majority Lenders if the relevant Initial ACF Finance Document stipulates the matter is a Super Majority Lender decision;and

- (c) in all other cases, the Majority Lenders;
  - (ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (i) above.
- 22.2.2 The Initial ACF Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders (or, if the relevant Initial ACF Finance Document stipulates the matter is a decision for any other Lender or group of Lenders, from that Lender or group of Lenders) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion, and the Initial ACF Agent may refrain from acting unless and until it receives any such instructions or clarification that it has requested.
- 22.2.3 Save in the case of decisions stipulated to be a matter for any other Lender or group of Lenders under the relevant Initial ACF Finance Document and unless a contrary indication appears in an Initial ACF Finance Document, any instructions given to the Initial ACF Agent by the Majority Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Initial ACF Finance Parties and the Initial ACF Agent.
- 22.2.4 The Initial ACF Agent may refrain from acting in accordance with any instructions of any Lender or group of Lenders until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Initial ACF Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.
- 22.2.5 In the absence of instructions, the Initial ACF Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.
- 22.2.6 The Initial ACF Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Initial ACF Finance Document. This Clause 22.2.6 shall not apply to any legal or arbitration proceeding relating to the perfection, preservation or protection of rights under the Security Documents or enforcement of the Borrower Security or Security Documents.

### **22.3 Duties of the Initial ACF Agent**

- 22.3.1 Subject to Clause 22.3.2, the Initial ACF Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Initial ACF Agent for that Party by any other Party.
- 22.3.2 Without prejudice to Clause 19.7 (*Copy of Transfer Certificate, Assignment Agreement or Increase Confirmation to the Security Group Agent*), Clause 22.3.1 shall not apply to any Transfer Certificate, Assignment Agreement or Increase Confirmation.
- 22.3.3 Except where an Initial ACF Finance Document specifically provides otherwise, the Initial ACF Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.
- 22.3.4 If the Initial ACF Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Initial ACF Finance Parties.

- 22.3.5** If the Initial ACF Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to an Initial ACF Finance Party (other than the Initial ACF Agent or the Initial ACF Arrangers) under this Agreement, it shall promptly notify the other Initial ACF Finance Parties.
- 22.3.6** The Initial ACF Agent's duties under the Initial ACF Finance Documents are solely mechanical and administrative in nature.
- 22.3.7** The Initial ACF Agent shall have only those duties, obligations and responsibilities expressly specified in the Initial ACF Finance Documents to which it is expressed to be a party (and no others shall be implied).

## **22.4 Role of the Initial ACF Arrangers**

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

## **22.5 No fiduciary duties**

- 22.5.1** Nothing in the Initial ACF Finance Documents constitutes the Initial ACF Agent and/or the Initial ACF Arrangers as a trustee or fiduciary of any other person.
- 22.5.2** None of the Initial ACF Agent or the Initial ACF Arrangers or any Ancillary Lender shall be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account.

## **22.6 Business with the Security Group**

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

## **22.7 Rights and discretions**

- 22.7.1** The Initial ACF Agent may:
- (i) rely on any representation, communication, notice or document (including, without limitation, any notice given by a Lender pursuant to Clauses 20.2.2 and 20.2.3 (*Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates*)) believed by it to be genuine, correct and appropriately authorised;
  - (ii) assume that:
    - (a) any instructions received by it from the Majority Lenders, any Lenders or any group of Lenders are duly given in accordance with the terms of the Initial ACF Finance Documents; and
    - (b) unless it has received notice of revocation, that those instructions have not been revoked; and
  - (iii) rely on a certificate from any person:
    - (a) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or

- (b) to the effect that such person approves of any particular dealing, transaction, step, action or thing,
- as sufficient evidence that that is the case and, in the case of paragraph (iii)(a) above, may assume the truth and accuracy of that certificate.
- 22.7.2** The Initial ACF Agent may assume (unless it has received notice to the contrary in its capacity as agent for the Lenders) that:
- (i) no Default has occurred (unless it has actual knowledge of a Default arising pursuant to paragraph 1 (*Non-payment*) of schedule 4 (*Events of Default*) to the Common Terms Agreement);
  - (ii) any right, power, authority or discretion vested in any Party or any group of Lenders has not been exercised;
  - (iii) any notice or request made by the Security Group Agent (other than a Utilisation Request) is made on behalf of and with the consent and knowledge of all the Obligor; and
  - (iv) no Notifiable Debt Purchase Transaction:
    - (a) has been entered into;
    - (b) has been terminated; or
    - (c) has ceased to be with a Sponsor Affiliate.
- 22.7.3** The Initial ACF Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts.
- 22.7.4** The Initial ACF Agent may at any time appoint an Affiliate, agent, attorney-in-fact, or sub-agent, (a "**Sub-Agent**") as deemed necessary by the Initial ACF Agent, to exercise all or a part of its rights, powers and duties under this Agreement or any other Initial ACF Finance Document (and Clause 22.11 (*Lenders' Indemnity to the Initial ACF Agent*) shall also apply to a Sub-Agent in the performance of any activity under this Clause 22.7.4 provided that no Borrower shall be required to so indemnify such Sub-Agent where: (i) any cost, loss or liability arises by reason of such Sub-Agent's gross negligence or wilful misconduct; or (ii) if the claim is based on the fraud of such Sub-Agent)).
- 22.7.5** Without prejudice to the generality of Clause 22.7.3 or 22.7.6, the Initial ACF Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Initial ACF Agent (and so separate from any lawyers instructed by the Lenders) if the Initial ACF Agent in its reasonable opinion deems this to be desirable.
- 22.7.6** The Initial ACF Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Initial ACF Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.
- 22.7.7** The Initial ACF Agent may act in relation to the Initial ACF Finance Documents through its officers, employees and agents and the Initial ACF Agent shall not:

- (i) be liable for any error of judgement made by any such person; or
- (ii) be bound to supervise, or be in any way responsible for any loss incurred by reason of misconduct, omission or default on the part, of any such person,

unless such error or such loss was directly caused by the Initial ACF Agent's gross negligence or wilful misconduct.

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

**22.7.9** Without prejudice to the generality of Clause 22.7.8, the Initial ACF Agent:

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

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

**22.7.10** Notwithstanding any other provision of any Initial ACF Finance Document to the contrary, none of the Initial ACF Agent or the Initial ACF Arrangers is obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.

**22.7.11** Notwithstanding any provision of any Initial ACF Finance Document to the contrary, the Initial ACF Agent is not obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

## **22.8 No duty to monitor**

The Initial ACF Agent shall not be bound to enquire:

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

## **22.9 Responsibility for documentation**

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

- 22.9.1** the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by the Initial ACF Agent, an Ancillary Lender the Initial ACF Arrangers, an Obligor or any other person given in or in connection with any Initial ACF Finance Document or the transactions contemplated in the Initial ACF

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

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

## **22.10 Exclusion of liability**

**22.10.1** Without limiting Clause 22.10.2 (and without prejudice to any other provision of any Initial ACF Finance Document excluding or limiting the liability of the Initial ACF Agent or any Ancillary Lender), neither the Initial ACF Agent nor any Ancillary Lender will be liable (including, without limitation, for negligence or any other category of liability whatsoever) for:

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

including (in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of: nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the execution or settlement of transactions or the value of assets (including any Disruption Event); breakdown, failure or malfunction of any third-party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.

**22.10.2** No Party (other than the Initial ACF Agent or an Ancillary Lender) may take any proceedings against any officer, employee or agent of the Initial ACF Agent or any



Ancillary Lender, in respect of any claim it might have against the Initial ACF Agent or an Ancillary Lender or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Initial ACF Finance Document and any officer, employee or agent of the Initial ACF Agent or any Ancillary Lender may rely on this Clause 22.10 subject to Clause 1.3 (*Third-party rights*) and the provisions of the Third Parties Act.

**22.10.3** The Initial ACF Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Initial ACF Finance Documents to be paid by the Initial ACF Agent if the Initial ACF Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Initial ACF Agent for that purpose.

**22.10.4** Nothing in this Agreement shall oblige the Initial ACF Agent to carry out:

- (i) any “know your customer” or other checks in relation to any person; or
- (ii) any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Lender,

on behalf of any Lender and each Lender confirms to the Initial ACF Agent that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Initial ACF Agent.

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

## **22.11 Lenders' indemnity to the Initial ACF Agent**

**22.11.1** Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify the Initial ACF Agent, within three Business Days of demand, against any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by the Initial ACF Agent (otherwise than by reason of the Initial ACF Agent's gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to Clause 26.6 (*Disruption to Payment Systems, etc.*), notwithstanding the Initial ACF Agent's negligence or any other category of liability whatsoever but not including any claim based on the fraud or gross negligence of the Initial ACF Agent) in acting as Initial ACF Agent under the Initial ACF Finance Documents (unless the Initial ACF Agent has been reimbursed by the Security Group Agent pursuant to an Initial ACF Finance Document).

- 22.11.2** Subject to Clause 22.11.3, the Security Group Agent shall immediately on demand reimburse any Lender for any payment that Lender makes to the Initial ACF Agent pursuant to Clause 22.11.1.
- 22.11.3** Clause 22.11.2 shall not apply to the extent that the indemnity payment in respect of which the Lender claims reimbursement relates to a liability of the Initial ACF Agent to an Obligor.

## **22.12 Resignation and replacement of the Initial ACF Agent**

- 22.12.1** The Initial ACF Agent may resign and appoint one of its Affiliates acting through an office in Stockholm as successor by giving notice to the Lenders and the Security Group Agent.
- 22.12.2** Alternatively, the Initial ACF Agent may resign by giving 30 days' notice to the Lenders and the Security Group Agent, in which case, the Majority Lenders (after consultation with the Security Group Agent) may appoint a successor Initial ACF Agent.
- 22.12.3** If the Majority Lenders have not appointed a successor Initial ACF Agent in accordance with Clause 22.12.2 within 20 days after notice of resignation was given, the retiring Initial ACF Agent (after consultation with the Security Group Agent) may appoint a successor Initial ACF Agent (acting through an office in Stockholm).
- 22.12.4** If the Initial ACF Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as agent and the Initial ACF Agent is entitled to appoint a successor Initial ACF Agent under Clause 22.12.3, the Initial ACF Agent may (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor Initial ACF Agent to become a party to this Agreement as Initial ACF Agent) agree with the proposed successor Initial ACF Agent amendments to this Clause 22 and any other term of this Agreement dealing with the rights or obligations of the Initial ACF Agent consistent with then current market practice for the appointment and protection of corporate trustees together with any reasonable amendments to the agency fee payable under this Agreement which are consistent with the successor Initial ACF Agent's normal fee rates and those amendments will bind the Parties.
- 22.12.5** The retiring Initial ACF Agent shall make available to the successor Initial ACF Agent such documents and records and provide such assistance as the successor Initial ACF Agent may reasonably request for the purposes of performing its functions as Initial ACF Agent under the Initial ACF Finance Documents. The Security Group Agent shall, within three Business Days of demand, reimburse the retiring Initial ACF Agent for the amount of all costs and expenses (including legal fees) properly incurred by it in making available such documents and records and providing such assistance.
- 22.12.6** The Initial ACF Agent's resignation notice shall only take effect upon the appointment of a successor.
- 22.12.7** Upon the appointment of a successor, the retiring Initial ACF Agent shall be discharged from any further obligation in respect of the Initial ACF Finance Documents (other than its obligations under Clause 22.12.5) but shall remain entitled to the benefit of Clause 16.1 (*Indemnity to the Initial ACF Agent*) and this

Clause 22 (and any agency fees for the account of the retiring Initial ACF Agent shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations among themselves as they would have had if such successor had been an original Party.

**22.12.8** The Initial ACF Agent shall resign in accordance with Clause 22.12.2 (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Initial ACF Agent pursuant to Clause 22.12.3) if, on or after the date which is three months before the earliest FATCA Application Date relating to any payment to the Initial ACF Agent under the Initial ACF Finance Documents, either:

- (i) the Initial ACF Agent fails to respond to a request under Clause 14.7 (*FATCA information*) and a Lender reasonably believes that the Initial ACF Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;
- (ii) the information supplied by the Initial ACF Agent pursuant to Clause 14.7 (*FATCA information*) indicates that the Initial ACF Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or
- (iii) the Initial ACF Agent notifies the Security Group Agent and the Lenders that the Initial ACF Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date,

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

## **22.13 Replacement of the Initial ACF Agent**

**22.13.1** After consultation with the Security Group Agent, the Majority Lenders may, by giving 30 days' notice to the Initial ACF Agent (or, at any time the Initial ACF Agent is an Impaired Agent, by giving any shorter notice determined by the Majority Lenders) replace the Initial ACF Agent by appointing a successor Initial ACF Agent (acting through an office in Stockholm).

**22.13.2** The retiring Initial ACF Agent shall (at its own cost if it is an Impaired Agent and otherwise at the expense of the Lenders) make available to the successor Initial ACF Agent such documents and records and provide such assistance as the successor Initial ACF Agent may reasonably request for the purposes of performing its functions as Initial ACF Agent under the Initial ACF Finance Documents.

**22.13.3** The appointment of the successor Initial ACF Agent shall take effect on the date specified in the notice from the Majority Lenders to the retiring Initial ACF Agent. As from this date, the retiring Initial ACF Agent shall be discharged from any further obligation in respect of the Initial ACF Finance Documents (other than its obligations under Clause 22.13.2) but shall remain entitled to the benefit of Clause 16.1 (*Indemnity to the Initial ACF Agent*) and this Clause 22 (and any agency fees for the account of the retiring Initial ACF Agent shall cease to accrue from (and shall be payable on) that date).

22.13.4 Any successor Initial ACF Agent and each of the other Parties shall have the same rights and obligations among themselves as they would have had if such successor had been an original Party.

## 22.14 Confidentiality

22.14.1 In acting as agent for the Initial ACF Finance Parties, the Initial ACF Agent shall be regarded as acting through its agency division which shall be treated as a separate entity from any other of its divisions or departments.

22.14.2 If information is received by another division or department of the Initial ACF Agent, it may be treated as confidential to that division or department and the Initial ACF Agent shall not be deemed to have notice of it.

22.14.3 Notwithstanding any other provision of any Initial ACF Finance Document to the contrary, the Initial ACF Agent is not obliged to disclose to any other person: (i) any Confidential Information; or (ii) any other information if the disclosure would or might in its reasonable opinion constitute a breach of any law or a breach of a fiduciary duty.

## 22.15 Relationship with the Lenders

22.15.1 Subject to Clause 19.9 (*Pro rata interest settlement*), the Initial ACF Agent may treat the person shown in its records as Lender at the opening of business (in the place of the Initial ACF Agent's principal office as notified to the Initial ACF Finance Parties from time to time) as the Lender acting through its Facility Office:

- (i) entitled to or liable for any payment due under any Initial ACF Finance Document on that day; and
- (ii) entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Initial ACF Finance Document made or delivered on that day,

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

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

22.15.3 Any Lender may, by notice to the Initial ACF Agent, appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender under the Initial ACF Finance Documents. Such notice shall contain the address, fax number and (where communication by electronic mail or other electronic means is permitted under Clause 28 (*Notices*)) electronic mail address and/or any other information required to enable the sending and receipt of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, fax number, electronic mail address, department and officer by that Lender for the purpose of Clause 28 (*Notices*) and the Initial ACF Agent shall be entitled to treat such person as the person entitled to

receive all such notices, communications, information and documents as though that person were that Lender.

## **22.16 Credit appraisal by the Lenders and Ancillary Lenders**

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

- 22.16.1** the financial condition, status and nature of each member of the Security Group;
- 22.16.2** the legality, validity, effectiveness, adequacy or enforceability of any Initial ACF Finance Document and the Borrower Security and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Initial ACF Finance Document or the Borrower Security;
- 22.16.3** whether that Lender has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Initial ACF Finance Document, the Borrower Security, the transactions contemplated by the Initial ACF Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Initial ACF Finance Document;
- 22.16.4** the adequacy, accuracy and/or completeness of any information provided by the Initial ACF Agent, any Party or by any other person under or in connection with any Initial ACF Finance Document, the transactions contemplated by the Initial ACF Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Initial ACF Finance Document; and
- 22.16.5** the right or title of any person in or to, or the value or sufficiency of any part of the Charged Property, the priority of any of the Security Documents or the existence of any Security affecting the Charged Property.

## **22.17 Initial ACF Agent's management time**

- 22.17.1** Any amount payable to the Initial ACF Agent under Clauses 16.1 (*Indemnity to the Initial ACF Agent*), 18 (*Costs and Expenses*) and 22.11 (*Lenders' indemnity to the Initial ACF Agent*) shall include the cost of utilising the Initial ACF Agent's management time or other resources and will be calculated on the basis of such reasonable daily or hourly rates as the Initial ACF Agent may notify to the Security Group Agent and the Lenders, and is in addition to any fee paid or payable to the Initial ACF Agent under Clause 13 (*Fees*).
- 22.17.2** Any cost of utilising the Initial ACF Agent's management time or other resources shall include, without limitation, any such costs in connection with Clause 20.2 (*Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates*).

## **22.18 Base Reference Banks**

**22.18.1** No Base Reference Bank is under any obligation to provide a quotation or any other information to the Initial ACF Agent.

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

**22.18.3** No Party (other than the relevant Base Reference Bank) may take any proceedings against any officer, employee or agent of any Base Reference Bank in respect of any claim it might have against that Base Reference Bank or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document, or for any Reference Bank Quotation, and any officer, employee or agent of each Base Reference Bank may rely on this Clause 22.18.3 subject to Clause 1.3 (*Third-party rights*) and the provisions of the Third Parties Act.

## **22.19 Third-party Base Reference Banks**

A Base Reference Bank which is not a Party may rely on Clauses 22.18 (*Base Reference Banks*), 32.3.4 (*Exceptions*) and 32.8 (*Confidentiality of Funding Rates and Reference Bank Quotations*) subject to Clause 1.3 (*Third-party rights*) and the provisions of the Third Parties Act.

## **22.20 Deduction from amounts payable by the Initial ACF Agent**

If any Party owes an amount to the Initial ACF Agent under the Initial ACF Finance Documents, the Initial ACF Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Initial ACF Agent would otherwise be obliged to make under the Initial ACF Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Initial ACF Finance Documents, that Party shall be regarded as having received any amount so deducted.

## **22.21 Reliance and engagement letters**

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

## **23 Conduct of Business by the Initial ACF Finance Parties**

No provision of this Agreement will:

- (i) interfere with the right of any Initial ACF Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;

- (ii) oblige any Initial ACF Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- (iii) oblige any Initial ACF Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

## **24 Sharing among the Initial ACF Finance Parties**

### **24.1 Payments to Initial ACF Finance Parties**

**24.1.1** If an Initial ACF Finance Party (a “**Recovering Initial ACF Finance Party**”) receives or recovers any amount from an Obligor other than in accordance with Clause 25 (*Payment Mechanics*) and applies that amount to a payment due under the Initial ACF Finance Documents (a “**Recovered Amount**”), then:

- (i) the Recovering Initial ACF Finance Party shall, within three Business Days, notify details of the receipt or recovery, to the Initial ACF Agent;
- (ii) the Initial ACF Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Initial ACF Finance Party would have been paid had the receipt or recovery been received or made by the Initial ACF Agent and distributed in accordance with Clause 25 (*Payment Mechanics*), without taking account of any Tax which would be imposed on the Initial ACF Agent in relation to the receipt, recovery or distribution; and
- (iii) the Recovering Initial ACF Finance Party shall, within three Business Days of demand by the Initial ACF Agent, pay to the Initial ACF Agent an amount (the “**Sharing Payment**”) equal to such receipt or recovery less any amount which the Initial ACF Agent determines may be retained by the Recovering Initial ACF Finance Party as its share of any payment to be made, in accordance with Clause 26.1 (*Partial payments*).

**24.1.2** Clause 24.1.1 shall not apply to any amount received or recovered by an Ancillary Lender in respect of any cash cover provided for the benefit of that Ancillary Lender.

### **24.2 Redistribution of payments**

The Initial ACF Agent shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Initial ACF Finance Parties (other than the Recovering Initial ACF Finance Party) (the “**Sharing Finance Parties**”) in accordance with Clause 26.1 (*Partial payments*) towards the obligations of that Obligor to the Sharing Finance Parties.

### **24.3 Recovering Initial ACF Finance Party’s rights**

On a distribution by the Initial ACF Agent under Clause 24.2 (*Redistribution of payments*) of a payment received by a Recovering Initial ACF Finance Party from an Obligor, as between the relevant Obligor (on the one hand) and the Recovering Initial ACF Finance Party (on the other), an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having been paid by that Obligor.

#### 24.4 Reversal of redistribution

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

- 24.4.1 each Sharing Finance Party shall, upon request of the Initial ACF Agent, pay to the Initial ACF Agent for the account of that Recovering Initial ACF Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Initial ACF Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Initial ACF Finance Party is required to pay) (the “**Redistributed Amount**”); and
- 24.4.2 as between the relevant Obligor (on the one hand) and each relevant Sharing Finance Party (on the other), an amount equal to the relevant Redistributed Amount will be treated as not having been paid by that Obligor.

#### 24.5 Exceptions

- 24.5.1 This Clause 24 shall not apply to the extent that the Recovering Initial ACF Finance Party would not, after making any payment pursuant to this Clause 24, have a valid and enforceable claim against the relevant Obligor.
- 24.5.2 A Recovering Initial ACF Finance Party is not obliged to share with any other Initial ACF Finance Party any amount which the Recovering Initial ACF Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:
  - (i) it notified the other Initial ACF Finance Party of the legal or arbitration proceedings; and
  - (ii) the other Initial ACF Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

#### 24.6 Ancillary Lenders

- 24.6.1 This Clause 24 shall not apply to any receipt or recovery by a Lender in its capacity as an Ancillary Lender at any time prior to the Initial ACF Agent exercising any of its rights under clause 7.2 (*Consequences of an Event of Default and delivery of an Acceleration Notice*) of the Common Terms Agreement.
- 24.6.2 Following the exercise by the Initial ACF Agent of any of its rights under clause 7.2 (*Consequences of an Event of Default and delivery of an Acceleration Notice*) of the Common Terms Agreement, this Clause 24 shall apply to all receipts or recoveries by Ancillary Lenders except to the extent that the receipt or recovery represents a reduction of the Gross Outstandings of a Multi-account Overdraft to or towards an amount equal to its Net Outstandings.



## **25 Payment Mechanics**

### **25.1 Payments to the Initial ACF Agent**

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

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

### **25.2 Distributions by the Initial ACF Agent**

Each payment received by the Initial ACF Agent under the Initial ACF Finance Documents for another Party shall, subject to Clauses 25.3 (*Distributions to an Obligor*) and 25.4 (*Clawback*) be made available by the Initial ACF Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Initial ACF Agent by not less than five Business Days' notice with a bank in the principal financial centre of the country of that currency (or, in relation to Euro, in the principal financial centre of a Participating Member State or London, as specified by that Party).

### **25.3 Distributions to an Obligor**

The Initial ACF Agent may (with the consent of the Obligor or in accordance with Clause 27 (*Set-off*)) apply any amount received by it for that Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Initial ACF Finance Documents or in or towards purchase of any amount of any currency to be so applied.

### **25.4 Clawback**

**25.4.1** Where a sum is to be paid to the Initial ACF Agent under the Initial ACF Finance Documents for another Party, the Initial ACF Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.

**25.4.2** Unless Clause 25.4.3 applies, if the Initial ACF Agent pays an amount to another Party and it proves to be the case that the Initial ACF Agent had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Initial ACF Agent shall on demand refund the same to the Initial ACF Agent together with interest on that amount from the date of payment to the date of receipt by the Initial ACF Agent, calculated by the Initial ACF Agent to reflect its cost of funds.

**25.4.3** If the Initial ACF Agent is willing to make available amounts for the account of a Borrower before receiving funds from the Lenders, then, if and to the extent that

the Initial ACF Agent does so but it proves to be the case that it does not then receive funds from a Lender in respect of a sum which it paid to a Borrower:

- (i) the Borrower to whom that sum was made available shall on demand refund it to the Initial ACF Agent; and
- (ii) the Lender by whom those funds should have been made available or, if that Lender fails to do so, the Borrower to whom that sum was made available, shall on demand pay to the Initial ACF Agent the amount (as certified by the Initial ACF Agent) which will indemnify the Initial ACF Agent against any funding cost incurred by it as a result of paying out that sum before receiving those funds from that Lender.

## 25.5 Impaired Agent

25.5.1 If, at any time, the Initial ACF Agent becomes an Impaired Agent, an Obligor or a Lender which is required to make a payment under the Initial ACF Finance Documents to the Initial ACF Agent in accordance with Clause 25.1 (*Payments to the Initial ACF Agent*) may instead either:

- (i) pay that amount direct to the required recipient(s); or
- (ii) if in its absolute discretion it considers that it is not reasonably practicable to pay that amount direct to the required recipient(s), pay that amount or the relevant part of that amount to an interest-bearing account held with an Acceptable Bank within the meaning of paragraph (b) of the definition of "Acceptable Bank" and in relation to which no Insolvency Event has occurred and is continuing, in the name of the Obligor or the Lender making the payment (the "**Paying Party**") and designated as a trust account for the benefit of the Party or Parties beneficially entitled to that payment under the Initial ACF Finance Documents (the "**Recipient Party**" or "**Recipient Parties**").

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

25.5.2 All interest accrued on the amount standing to the credit of the trust account shall be for the benefit of the Recipient Party or the Recipient Parties pro rata to their respective entitlements.

25.5.3 A Party which has made a payment in accordance with this Clause 25.5 shall be discharged of the relevant payment obligation under the Initial ACF Finance Documents and shall not take any credit risk with respect to the amounts standing to the credit of the trust account.

25.5.4 Promptly upon the appointment of a successor Initial ACF Agent in accordance with Clause 22.12 (*Resignation and replacement of the Initial ACF Agent*) or Clause 22.13 (*Replacement of the Initial ACF Agent*) each Paying Party shall (other than to the extent that that Party has given an instruction pursuant to Clause 25.5.5) give all requisite instructions to the bank with whom the trust account is held to transfer the amount (together with any accrued interest) to the successor agent for distribution to the relevant Recipient Party or Recipient Parties in accordance with Clause 25.2 (*Distributions by the Initial ACF Agent*).

25.5.5 A Paying Party shall, promptly upon request by a Recipient Party and to the extent:

- (i) that it has not given an instruction pursuant to Clause 25.5.4; and
- (ii) that it has been provided with the necessary information by that Recipient Party,

give all requisite instructions to the bank with whom the trust account is held to transfer the relevant amount (together with any accrued interest) to that Recipient Party.

## **26 Communication when the Initial ACF Agent is an Impaired Agent**

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

### **26.1 Partial payments**

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

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

**26.1.2** The Initial ACF Agent shall, if so directed by the Majority Lenders, vary the order set out in Clauses 26.1.1(ii) and 26.1.1(iv).

**26.1.3** Clauses 26.1.1 and 26.1.2 will override any appropriation made by an Obligor but will not override the terms of the Common Terms Agreement or the STID (including the terms relating to priority of payments).

### **26.2 No set-off by the Obligors**

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

### **26.3 Business Days**

- 26.3.1** Any payment under an Initial ACF Finance Document which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).
- 26.3.2** During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement, interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

### **26.4 Currency of account**

- 26.4.1** Subject to Clauses 26.4.2 to 26.4.5, the Base Currency is the currency of account and payment for any sum due from an Obligor under any Initial ACF Finance Document and the currency of enforcement for any judgments against the Obligors to the fullest extent permitted by law.
- 26.4.2** A repayment or prepayment of a Loan or Unpaid Sum (or any part thereof) shall be made in the currency in which that Loan or Unpaid Sum is denominated on its due date.
- 26.4.3** Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated when that interest accrued.
- 26.4.4** Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.
- 26.4.5** Any amount expressed to be payable in a currency other than the Base Currency shall be paid in that other currency.

### **26.5 Change of currency**

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

## **26.6 Disruption to payment systems, etc.**

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

- 26.6.1** the Initial ACF Agent may, and shall if requested to do so by the Security Group Agent, consult with the Security Group Agent with a view to agreeing with the Security Group Agent such changes to the operation or administration of the Facilities as the Initial ACF Agent may deem necessary in the circumstances;
- 26.6.2** the Initial ACF Agent shall not be obliged to consult with the Security Group Agent in relation to any changes mentioned in Clause 26.6.1 if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;
- 26.6.3** the Initial ACF Agent may consult with the Initial ACF Finance Parties in relation to any changes mentioned in Clause 26.6.1 but shall not be obliged to do so if, in its opinion, it is not practicable to do so in the circumstances;
- 26.6.4** any such changes agreed upon by the Initial ACF Agent and the Security Group Agent shall (whether or not it is finally determined that a Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Initial ACF Finance Documents, notwithstanding the provisions of Clause 32 (*Amendments and Waivers*);
- 26.6.5** the Initial ACF Agent shall not be liable for any damages, costs or losses whatsoever (including, without limitation for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Initial ACF Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this Clause 26.6; and
- 26.6.6** the Initial ACF Agent shall notify the Initial ACF Finance Parties of all changes agreed pursuant to Clause 26.6.4.

## **27 Set-off**

**27.1** At any time after an Event of Default has occurred an Initial ACF Finance Party may, subject to any restriction in the Common Terms Agreement or in the STID, set off any matured obligation due from an Obligor under the Initial ACF Finance Documents (to the extent beneficially owned by that Initial ACF Finance Party) against any matured obligation owed by that Initial ACF Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Initial ACF Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

**27.2** Any credit balances taken into account by an Ancillary Lender when operating a net limit in respect of any overdraft under an Ancillary Facility shall on enforcement of the Initial ACF Finance Documents be applied first in reduction of the overdraft provided under that Ancillary Facility in accordance with its terms.

## **28 Notices**

### **28.1 Notices**

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

### **28.2 English language**

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

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

- (i) in English; or
- (ii) if not in English, and if so required by the Initial ACF Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document or a Security Document.

## **29 Calculations and Certificates**

### **29.1 Accounts**

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

### **29.2 Certificates and determinations**

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

### **29.3 Day count convention**

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

## **30 Partial Invalidity**

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

## **31 Remedies and Waivers**

No failure to exercise, nor any delay in exercising, on the part of any Initial ACF Finance Party, any right or remedy under the Initial ACF Finance Documents shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Initial ACF Finance Documents. No election to affirm any Initial ACF Finance Document on the part of any Initial ACF Finance Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Initial ACF Finance Documents are cumulative and not exclusive of any rights or remedies provided by law.

## **32 Amendments and Waivers**

### **32.1 Security Trust and Intercreditor Deed**

This Clause 32 is subject to the terms of the STID.

### **32.2 Required consents**

**32.2.1** Subject to Clause 32.3 (*Exceptions*), any term of the Initial ACF Finance Documents may be amended or waived only with the consent of the Security Group Agent and the Majority Lenders where the Revolving Credit Facility is affected by the amendment or waiver and any such amendment or waiver will be binding on all Parties.

**32.2.2** The Initial ACF Agent may effect, on behalf of any Initial ACF Finance Party, any amendment or waiver permitted by this Clause 32.

**32.2.3** Each Obligor agrees to any such amendment or waiver permitted by this Clause 32 which is agreed to by the Security Group Agent. This includes any amendment or waiver which would, but for this Clause 32.2.3, require the consent of the Guarantors.

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

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

**32.2.6** Clause 19.9.3 (*Pro rata interest settlement*) shall apply to this Clause 32.

### **32.3 Exceptions**

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

- (i) the definition of “Super Majority Lenders”, “Majority Lenders” or “Affected Lenders” in Clause 1.1 (*Definitions*);
- (ii) a change to an Obligor other than in accordance with Clause 21 (*Changes to the Borrowers*) and the terms of the other Finance Documents;
- (iii) any provision of a Common Document which expressly requires the consent of all the Lenders;
- (iv) Clause 2.3 (*Initial ACF Finance Parties’ rights and obligations*), Clause 19 (*Changes to the Lenders*), Clause 24 (*Sharing among the Initial ACF Finance Parties*), Clause 26.1 (*Partial payments*), this Clause 32, Clause 37 (*Governing law*) or Clause 38 (*Enforcement*);
- (v) any change of governing law of the Common Documents;
- (vi) the manner in which the proceeds of enforcement of the Borrower Security are distributed; or
- (vii) the order or priority or subordination provided for under the Common Documents,

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

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

- (i) an extension to the date of payment of any amount under the Initial ACF Finance Documents;
- (ii) a reduction in the Margin or a reduction in the amount of any payment of principal, interest, fees or commission payable in respect of the Revolving Credit Facility;
- (iii) a change in currency of payment of any amount under the Initial ACF Finance Documents; or
- (iv) an increase in any Commitment or the Total Commitments or extension of any Availability Period or any requirement that a cancellation of Commitments reduces the Commitments of the Lenders rateably under the Revolving Credit Facility,

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

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



- (i) Clause 8.6 (*Change of Control*), Clause 8.7 (*Sale of all or substantially all the assets of the Security Group*) and the definition of “Change of Control” (and all definitions used in that definition);
  - (ii) the release of any guarantee and indemnity or of any Borrower Security unless permitted under this Agreement or any other Initial ACF Finance Document or relating to a sale or disposal of an asset which is the subject of the Security where such sale or disposal is expressly permitted under this Agreement or any other Initial ACF Finance Document; or
  - (iii) the nature or scope of the Guarantee or the Borrower Security,
- shall not be made without the prior consent of the Super Majority Lenders.

**32.3.4** An amendment or waiver which relates to the rights or obligations of the Initial ACF Agent, the Initial ACF Arrangers, any Ancillary Lender or the Security Trustee (each in their capacity as such) may not be effected without the consent of the Initial ACF Agent, the Initial ACF Arrangers, that Ancillary Lender or, as the case may be, the Security Trustee.

## **32.4 Excluded Commitments**

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

- 32.4.1** its Commitment(s) shall not be included for the purpose of calculating the Total Commitments or participations under the Revolving Credit Facility when ascertaining whether the consent of the Majority Lenders has been obtained to approve that request.; and
- 32.4.2** its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

## **32.5 Replacement of Lender**

**32.5.1** If, at any time:

- (i) any Lender becomes a Non-Consenting Lender (as defined in Clause 32.5.5); or
- (ii) an Obligor becomes obliged to repay any amount in accordance with Clause 8.1 (*Illegality*) or to pay additional amounts pursuant to Clause 14.1 (*Tax gross-up*), 14.2 (*Tax indemnity*) or 15.1 (*Increased Costs*) to any Lender,

then the Security Group Agent may, on 10 Business Days’ prior written notice to the Initial ACF Agent and such Lender, replace such Lender by requiring such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 19 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement to an Eligible Institution (a “**Replacement Lender**”) selected by the Security Group Agent, which confirms its willingness to

assume and does assume all the obligations of the transferring Lender in accordance with Clause 19 (*Changes to the Lenders*) for a purchase price in cash payable at the time of transfer equal to the outstanding principal amount of such Lender's participation in the outstanding Utilisations and/or Break Costs and other amounts payable in relation thereto under the Initial ACF Finance Documents.

**32.5.2** The replacement of a Lender pursuant to this Clause 32.5 shall be subject to the following conditions:

- (i) the Security Group Agent shall have no right to replace the Initial ACF Agent;
- (ii) neither the Initial ACF Agent nor the Lender shall have any obligation to the Security Group Agent to find a Replacement Lender;
- (iii) in the event of a replacement of a Non-Consenting Lender such replacement must take place no later than 60 days after the date the Non-Consenting Lender notifies the Security Group Agent and the Initial ACF Agent of its failure or refusal to give a consent in relation to, or agree to any waiver or amendment to the Initial ACF Finance Documents requested by the Security Group Agent;
- (iv) in no event shall the Lender replaced under this Clause 32.5.2 be required to pay or surrender to such Replacement Lender any of the fees received by such Lender pursuant to the Initial ACF Finance Documents; and
- (v) the Lender shall only be obliged to transfer its rights and obligations pursuant to Clause 32.5.1 once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that transfer.

**32.5.3** A Lender shall perform the checks described in Clause 32.5.2(v) as soon as reasonably practicable following delivery of a notice referred to in Clause 32.5.1 and shall notify the Initial ACF Agent and the Security Group Agent when it is satisfied that it has complied with those checks.

**32.5.4** If any Lender is replaced at the request of the Security Group Agent pursuant to this Clause 32.5, such Lender or its Affiliate (as applicable) shall use reasonable endeavours (taking into account any legal or regulatory impediments and its commercial interests) for a period of 20 Business Days to agree and enter into the documentation required to transfer by novation all (but not part) of its rights and obligations under each Hedging Agreement to which it is a party to a replacement Hedge Counterparty or Hedge Counterparties identified by the Company (i) which is reasonably acceptable to the relevant Lender or its Affiliate (as applicable), (ii) in respect of which the relevant Lender or its Affiliate (as applicable) has completed all "know your customer" or other similar checks under all applicable laws and regulations and (iii) which is willing to assume through novation (which, for the avoidance of doubt, shall not include any existing back to back hedging arrangements) the rights and obligations of the relevant Lender or its Affiliate (as applicable) under the relevant Hedging Agreements, provided that all reasonable costs arising in connection with any such novation or proposed novation shall be borne by the Company.

**32.5.5** In the event that:

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

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

## **32.6 Disenfranchisement of Defaulting Lenders**

**32.6.1** For so long as a Defaulting Lender has any Available Commitment, in ascertaining:

- (i) the Majority Lenders; or
- (ii) whether:
  - (a) any given percentage (including unanimity) of the Total Commitments; or
  - (b) the agreement of a specified group of Lenders,

has been obtained to approve any request for a consent, waiver, amendment or other vote under the Initial ACF Finance Documents, that Defaulting Lender’s Commitments under the Revolving Credit Facility will be reduced by the amount of its Available Commitments under the Resolving Credit Facility and, to the extent that that reduction results in that Defaulting Lender’s Total Commitments being zero, that Defaulting Lender shall be deemed not to be a Lender for the purposes of this Clause 32.6.1.

**32.6.2** For the purposes of this Clause 32.6, the Initial ACF Agent may assume that the following Lenders are Defaulting Lenders:

- (i) any Lender which has notified the Initial ACF Agent that it has become a Defaulting Lender; or

- (ii) any Lender in relation to which it is aware that any of the events or circumstances referred to in paragraph (a), (b) or (c) of the definition of “Defaulting Lender” has occurred,

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

### **32.7 Replacement of a Defaulting Lender**

**32.7.1** The Security Group Agent may, at any time a Lender has become and continues to be a Defaulting Lender, by giving 10 Business Days’ prior written notice to the Initial ACF Agent and such Lender:

- (i) replace such Lender by requiring such Lender to (and to the extent permitted by law such Lender shall) transfer pursuant to Clause 19 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement;
- (ii) require such Lender to (and to the extent permitted by law such Lender shall) transfer pursuant to Clause 19 (*Changes to the Lenders*) all (and not part only) of the undrawn Commitment of the Lender; or
- (iii) require such Lender to (and to the extent permitted by law such Lender shall) transfer pursuant to Clause 19 (*Changes to the Lenders*) all (and not part only) of its rights and obligations in respect of the Revolving Credit Facility,

to an Eligible Institution (a “**Replacement Lender**”) selected by the Company, which confirms its willingness to assume and does assume all the obligations, or all the relevant obligations, of the transferring Lender in accordance with Clause 19 (*Changes to the Lenders*) for a purchase price in cash payable at the time of transfer which is either:

- (a) in an amount equal to the outstanding principal amount of such Lender’s participation in the outstanding Utilisations and all accrued interest, Break Costs and other amounts payable in relation thereto under the Initial ACF Finance Documents; or
- (b) in an amount agreed between that Defaulting Lender, the Replacement Lender and the Company and which does not exceed the amount described in paragraph (iii)(a) above.

**32.7.2** Any transfer of rights and obligations of a Defaulting Lender pursuant to this Clause 32.7 shall be subject to the following conditions:

- (i) the Security Group Agent shall have no right to replace the Initial ACF Agent or the Security Trustee;
- (ii) neither the Initial ACF Agent nor the Defaulting Lender shall have any obligation to the Security Group Agent to find a Replacement Lender;
- (iii) the transfer must take place no later than 60 days after the notice referred to in Clause 32.7.1;

- (iv) in no event shall the Defaulting Lender be required to pay or surrender to the Replacement Lender any of the fees received by the Defaulting Lender pursuant to the Initial ACF Finance Documents;
- (v) the Defaulting Lender shall only be obliged to transfer its rights and obligations pursuant to Clause 32.7.1 once it is satisfied that it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations in relation to that transfer to the Replacement Lender; and
- (vi) the Defaulting Lender shall perform the checks described in paragraph (v) above as soon as reasonably practicable following delivery of a notice referred to in Clause 32.7.1 and shall notify the Initial ACF Agent and the Security Group Agent when it is satisfied that it has complied with those checks.

### **32.8 Replacement of Screen Rate**

Subject to Clause 32.2.4, any amendment or waiver which relates to:

**32.8.1** providing for the use of a Replacement Benchmark; and

**32.8.2**

- (i) aligning any provision of any Initial ACF Finance Document to the use of that Replacement Benchmark;
- (ii) enabling that Replacement Benchmark to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Benchmark to be used for the purposes of this Agreement);
- (iii) implementing market conventions applicable to that Replacement Benchmark;
- (iv) providing for appropriate fallback (and market disruption) provisions for that Replacement Benchmark; or
- (v) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Benchmark,

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

## **33 Confidentiality of Funding Rates and Reference Bank Quotations**

### **33.1 Confidentiality and disclosure**

**33.1.1** The Initial ACF Agent and each Obligor agree to keep each Funding Rate (and, in the case of the Initial ACF Agent, each Reference Bank Quotation) confidential and not to disclose it to anyone, save to the extent permitted by Clauses 33.1.2, 33.1.3 and 32.2.4.

**33.1.2** The Initial ACF Agent may disclose:

- (i) any Funding Rate (but not any Reference Bank Quotation) to the relevant Borrower pursuant to Clause 10.4 (*Notification of rates of interest*); and
- (ii) any Funding Rate or any Reference Bank Quotation to any person appointed by it to provide administration services in respect of one or more of the Initial ACF Finance Documents to the extent necessary to enable such service provider to provide those services if the service provider to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Initial ACF Agent and the relevant Lender or Base Reference Bank, as the case may be.

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

- (i) any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and representatives if any person to whom that Funding Rate or Reference Bank Quotation is to be given pursuant to this Clause 33.1.3(i) is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of that Funding Rate or Reference Bank Quotation is otherwise bound by requirements of confidentiality in relation to it;
- (ii) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation if the person to whom that Funding Rate or Reference Bank Quotation is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Initial ACF Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances;
- (iii) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes if the person to whom that Funding Rate or Reference Bank Quotation is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Initial ACF Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances; and
- (iv) any person with the consent of the relevant Lender or Base Reference Bank, as the case may be.

**33.1.4** The Initial ACF Agent's obligations in this Clause 32.8 relating to Reference Bank Quotations are without prejudice to its obligations to make notifications under Clause 10.4 (*Notification of rates of interest*) provided that (other than pursuant to

Clause 33.1.2(ii)) the Initial ACF Agent shall not include the details of any individual Reference Bank Quotation as part of any such notification.

### **33.2 Related obligations**

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

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

- (i) of the circumstances of any disclosure made pursuant to Clause 33.1.3(ii) except where such disclosure is made to any of the persons referred to in that Clause during the ordinary course of its supervisory or regulatory function; and
- (ii) upon becoming aware that any information has been disclosed in breach of this Clause 32.83.

### **33.3 No Event of Default**

No Event of Default will occur under paragraph 3 (*Other Obligations*) of schedule 4 (*Events of Default*) to the Common Terms Agreement by reason only of an Obligor's failure to comply with this Clause 32.83.

### **33.4 Lender enquiry**

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

**33.4.1** that entity ceases to have an Investment Grade rating; or

**33.4.2** an Insolvency Event occurs in relation to that entity,

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

## **34 Confidentiality**

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

## **35 Borrower Representations, Warranties and Covenants**

### **35.1 Borrower representations and warranties**

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

### **35.2 Borrower covenants**

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

### **36 Counterparts**

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

### **37 Governing Law**

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

### **38 Enforcement**

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

**38.2** The Parties agree that the courts of England are the most appropriate and convenient courts to settle disputes and, accordingly, no Party will argue to the contrary.

**38.3** This Clause 38 is for the benefit of the Initial ACF Finance Parties only. As a result, no Initial ACF Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Initial ACF Finance Parties may take concurrent proceedings in any number of jurisdictions.

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



**Schedule 1**  
**The Original Parties**

**Part 1**  
**The Initial ACF Arrangers**

BNP Paribas SA, Bankfilial Sverige

Canadian Imperial Bank of Commerce, London Branch

Danske Bank A/S

DNB Bank ASA, Sweden Branch

Export Development Canada

ING Belgium SA/NV

National Australia Bank Limited ABN 12 004 044 937

National Westminster Bank Plc

Nordea Bank Abp, filial i Sverige

Royal Bank of Canada

Skandinaviska Enskilda Banken AB (publ)

Swedbank AB (publ)

**Part 2**  
**The Original Initial ACF Lenders**

Name of Original Initial ACF Lender	Revolving Credit Facility Commitment (SEK)	Total (SEK)
BNP Paribas SA, Bankfilial Sverige	625,000,000.00	625,000,000.00
Canadian Imperial Bank of Commerce, London Branch	625,000,000.00	625,000,000.00
Danske Bank A/S, Danmark, Sverige Filial	625,000,000.00	625,000,000.00
DNB Sweden AB	625,000,000.00	625,000,000.00
Export Development Canada	750,000,000.00	750,000,000.00
ING Belgium SA/NV	625,000,000.00	625,000,000.00
National Australia Bank Limited ABN 12 004 044 937	500,000,000.00	500,000,000.00
National Westminster Bank Plc	625,000,000.00	625,000,000.00
Nordea Bank Abp, filial i Sverige	625,000,000.00	625,000,000.00
Royal Bank of Canada	625,000,000.00	625,000,000.00
Skandinaviska Enskilda Banken AB (publ)	625,000,000.00	625,000,000.00
Swedbank AB (publ)	625,000,000.00	625,000,000.00
<b>Total</b>	<b>7,500,000,000.00</b>	<b>7,500,000,000.00</b>

**Schedule 2  
Utilisation Requests**

From: [Borrower]/[Security Group Agent]

To: [Initial ACF Agent]

Dated: [●]

Dear Sirs

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

- 1** We refer to the Facilities Agreement. This is a Utilisation Request. Terms defined in the Facilities Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.
- 2** We wish to borrow a Loan on the following terms:
  - (a) Proposed Utilisation Date: [●] (or, if that is not a Business Day, the next Business Day)
  - (b) Facility to be utilised: Revolving Credit Facility\*
  - (c) Currency of Loan: [●]
  - (d) Amount: [●] or, if less, the Available Facility
  - (e) Interest Period:[●]
- 3** We confirm that each condition specified in [clause 3] (*Conditions Precedent*) of the Common Terms Agreement and clause [4.2] (*Further conditions precedent*) of the Facilities Agreement is satisfied on the date of this Utilisation Request.
- 4** [This Loan is made in [whole] [part] for the purpose of refinancing [identify maturing Loan].]  
[The proceeds of this Loan should be credited to [account].]
- 5** This Utilisation Request is irrevocable.

Yours faithfully

.....

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

### Schedule 3 Form of Transfer Certificate

To: [●] as Initial ACF Agent

CC: The Security Group Agent

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

Dated:

#### ELLEVIO AB (PUBL)– [●] Initial Authorised Credit Facilities Agreement dated [●] (the “Facilities Agreement”)

- 1 We refer to the Facilities Agreement. This agreement (the “**Agreement**”) shall take effect as a Transfer Certificate for the purpose of the Facilities Agreement. Terms defined in the Facilities Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.
- 2 We refer to Clause 19.5 (*Procedure for transfer*) of the Facilities Agreement:
  - (f) the Existing Lender and the New Lender agree to the Existing Lender transferring to the New Lender by novation all or part of the Existing Lender’s Commitment, rights and obligations referred to in the Schedule in accordance with Clause 19.5 (*Procedure for transfer*);
  - (g) the proposed Transfer Date is [●]; and
  - (h) the Facility Office and address, fax number, electronic mail address and attention details for notices of the New Lender for the purposes of Clause [28 (*Notices*)] are set out in the Schedule.
- 3 The New Lender expressly acknowledges the limitations on the Existing Lender’s obligations set out in Clause 19.4.3 (*Limitation of responsibility of Existing Lenders*).
- 4 The New Lender confirms that it [is]/[is not]<sup>1</sup> a Sponsor Affiliate.
- 5 The New Lender confirms that it is:
  - (a) [a Treaty Lender;]
  - (b) [not a Treaty Lender].
- 6 This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.
- 7 This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 8 This Agreement has been entered into on the date stated at the beginning of this Agreement.

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<sup>1</sup> Delete as applicable.

**THE SCHEDULE**  
**Commitment/rights and obligations to be transferred**

[insert relevant details]

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

[Existing Lender]

[New Lender]

By:

By:

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

[Initial ACF Agent]

By:

## Schedule 4 Form of Assignment Agreement

To: [●] as Initial ACF Agent

CC: The Security Group Agent

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

Dated:

### ELLEVIO AB (PUBL) - [●] Initial Authorised Credit Facilities Agreement dated [●] (the “Facilities Agreement”)

- 1 We refer to the Facilities Agreement. This is an Assignment Agreement. Terms defined in the Facilities Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.
- 2 We refer to Clause 19.6 (*Procedure for assignment*) of the Facilities Agreement:
  - (a) the Existing Lender assigns absolutely to the New Lender all the rights of the Existing Lender under the Facilities Agreement, the other Initial ACF Finance Documents and in respect of the Borrower Security which correspond to that portion of the Existing Lender’s Commitments and participations in Utilisations under the Facilities Agreement as specified in the Schedule;
  - (b) the Existing Lender is released from all the obligations of the Existing Lender which correspond to that portion of the Existing Lender’s Commitments and participations in Utilisations under the Facilities Agreement specified in the Schedule; and
  - (c) the New Lender becomes a Party as a Lender and is bound by obligations equivalent to those from which the Existing Lender is released under paragraph (b) above.
- 3 The proposed Transfer Date is [●].
- 4 On the Transfer Date, the New Lender becomes Party to the relevant Initial ACF Finance Documents as a Lender.
- 5 The Facility Office and address, fax number, electronic mail address and attention details for notices of the New Lender for the purposes of Clause 28 (*Notices*) are set out in the Schedule.
- 6 The New Lender expressly acknowledges the limitations on the Existing Lender’s obligations set out in Clause 19.4.3 (*Limitation of responsibility of Existing Lenders*).
- 7 The New Lender confirms that it [is]/[is not]<sup>2\*</sup> a Sponsor Affiliate.
- 8 The New Lender confirms that it is:
  - (a) [a Treaty Lender;]
  - (b) [not a Treaty Lender].
- 9 This Agreement acts as notice to the Initial ACF Agent (on behalf of each Initial ACF Finance Party) and, upon delivery in accordance with Clause 19.7 (*Copy of Transfer*

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<sup>2</sup> Delete as applicable.

*Certificate, Assignment Agreement or Increase Confirmation to the Security Group Agent*), to the Security Group Agent (on behalf of each Borrower) of the assignment referred to in this Agreement.

- 10** This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.
- 11** This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 12** This Agreement has been entered into on the date stated at the beginning of this Agreement.

**THE SCHEDULE**

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

[insert relevant details]

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

[Existing Lender]

[New Lender]

By:

By:

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

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

[Initial ACF Agent]

By:



## Schedule 5 Timetables

	<b>Loans in SEK (Base Currency)</b>
Delivery of a duly completed Utilisation Request (Clause 5.1 ( <i>Delivery of a Utilisation Request</i> )) or a Selection Notice (Clause 11.1 ( <i>Selection of Interest Periods and terms</i> ))	U-3 10.00 a.m.
Initial ACF Agent determines (in relation to a Utilisation) the Base Currency Amount of the Loan, if required under Clause 5.4 ( <i>Lenders' participation</i> ) and notifies the Lenders of the Loan in accordance with Clause 5.4 ( <i>Lenders' participation</i> )	U-3 Noon
STIBOR	Quotation Day as at 11.00 a.m. Stockholm time in respect of STIBOR
Base Reference Bank Rate calculated by reference to available quotations in accordance with Clause 12.2 ( <i>Calculation of Base Reference Bank Rate</i> )	Noon on the Quotation Day

"U"	=	date of utilisation
"U-X"	=	X Business Days prior to date of utilisation

**Schedule 6**  
**Form of Increase Confirmation**

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

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

- 1** We refer to the Facilities Agreement and to the STID. This agreement (the “**Agreement**”) shall take effect as an Increase Confirmation for the purpose of the Facilities Agreement. Terms defined in the Facilities Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.
- 2** We refer to Clause 2.2 (*Increase*) of the Facilities Agreement.
- 3** The Increase Lender agrees to assume and will assume all of the obligations corresponding to the Commitment specified in the Schedule (the “**Relevant Commitment**”) as if it was an Original Initial ACF Lender under the Facilities Agreement.
- 4** The proposed date on which the increase in relation to the Increase Lender and the Relevant Commitment is to take effect (the “**Increase Date**”) is [●].
- 5** On the Increase Date, the Increase Lender becomes:
  - (a) party to the relevant Initial ACF Finance Documents (other than the STID) as a Lender; and
  - (b) party to the STID as a Lender.
- 6** The Facility Office and address, fax number, electronic mail address and attention details for notices to the Increase Lender for the purposes of Clause 28 (*Notices*) are set out in the Schedule.
- 7** The Increase Lender expressly acknowledges the limitations on the Lenders’ obligations referred to in Clause 2.2 (*Increase*).
- 8** The Increase Lender confirms that it is not a Sponsor Affiliate.
- 9** This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.
- 10** This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 11** This Agreement has been entered into on the date stated at the beginning of this Agreement.

**THE SCHEDULE**

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

[insert relevant details]

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

[Increase Lender]

By:

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

[Initial ACF Agent]

By:

**Schedule 7**  
**Forms of Notifiable Debt Purchase Transaction Notice**

**Part 1**

**Form of Notice on Entering into Notifiable Debt Purchase Transaction**

To: [●] as Initial ACF Agent

From: [●] as Lender

Dated:

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

- 1** We refer to Clause 20.2.2 (*Disenfranchisement of Sponsor Affiliates*) of the Facilities Agreement. Terms defined in the Facilities Agreement have the same meaning in this notice unless given a different meaning in this notice.
- 2** We have entered into a Notifiable Debt Purchase Transaction.
- 3** The Notifiable Debt Purchase Transaction referred to in paragraph 2 above relates to the amount of our Commitment(s) as set out below.

<b>Commitment</b>	<b>Amount of our Commitment to which Notifiable Debt Purchase Transaction relates (Base Currency)</b>
Revolving Credit Commitment	SEK[ <i>insert amount (of that Commitment) to which the relevant Debt Purchase Transaction applies</i> ]

[The Lender]

By:

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

To: [●] as Initial ACF Agent

From: [●] as Lender

Dated:

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

- 1 We refer to Clause 20.2.3 (*Disenfranchisement of Sponsor Affiliates*) of the Facilities Agreement. Terms defined in the Facilities Agreement have the same meaning in this notice unless given a different meaning in this notice.
- 2 A Notifiable Debt Purchase Transaction which we entered into and which we notified you of in a notice dated [●] has [terminated]/[ceased to be with a Sponsor Affiliate].<sup>3</sup>
- 3 The Notifiable Debt Purchase Transaction referred to in paragraph 2 above relates to the amount of our Commitment(s) as set out below.

<b>Commitment</b>	<b>Amount of our Commitment to which Notifiable Debt Purchase Transaction relates (Base Currency)</b>
Revolving Credit Commitment	SEK[ <i>insert amount (of that Commitment) to which the relevant Debt Purchase Transaction applies</i> ]

[The Lender]

By:

---

<sup>3</sup> Delete as applicable.

**Schedule 8**  
**Form of Resignation Letter**

To: [●] as Initial ACF Agent

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

Dated: [●]

Dear Sirs

**ELLEVIO AB (PUBL) - [●] Initial Authorised Credit Facilities Agreement**  
**dated [●] (the “Facilities Agreement”)**

- 1** We refer to the Facilities Agreement. This is a Resignation Letter. Terms defined in the Facilities Agreement have the same meaning in this Resignation Letter unless given a different meaning in this Resignation Letter.
- 2** Pursuant to Clause 21.3 (*Resignation of a Borrower*), we request that [resigning Borrower] be released from its obligations as a Borrower under the Facilities Agreement and the Finance Documents.
- 3** We confirm that:
  - (a) no Default is continuing or would result from the acceptance of this request; and
  - (b) this request is given in relation to a Third Party Disposal of [resigning Borrower].
- 4** This Resignation Letter may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.
- 5** This Resignation Letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

[Security Group Agent]

[resigning Borrower]

By:

By:

## Schedule 9 Approved White List

### Bank White List

- ABN AMRO (incl. Fortis Bank Nederland)
- Agricultural Bank of China
- AKA Export Finance Bank
- Allied Irish Bank
- ANZ
- AXA Bank
- Banca IMI Group
- Banco Bilbao Vizcaya Argentaria (BBVA)
- Banco Do Brasil
- Banco Itau Europa
- Banco Sabadell
- Banco Santander
- Bank fuer Arbeit und Wirtschaft (BAWAG)
- Bank of Ireland
- Bank Millenium
- Bank Muscat
- Bank of America Merrill Lynch
- Bank of China
- Bank of Communications
- Bank of Montreal (BMO)
- Bank of Taiwan
- Bank of Tokyo Mitsubishi
- Banque Populaire (BRED)
- Barclays
- BAWAG
- Bayerische Landesbank (BayernLB) / BayernLB Group (incl. LB Lux)
- BNP Paribas
- Caixabank (La Caixa)
- Ceska Exportni Banka

- Československá obchodní banka a.s. (ČSOB, part of the KBC Group)
- Chang Hwa
- China Construction
- CIBC
- CIT
- Citigroup / Citibank
- Clydesdale (incl. Yorkshire Bank)
- Comerica
- Commerzbank
- Commonwealth Bank of Australia
- Cooperative Bank
- Credit Agricole
- Crédit Industriel et Commercial (CIC)
- Credit Suisse
- Danske Bank
- DBS
- Deka Bank
- Deutsche Bank
- Development Bank of Singapore
- DNB Bank ASA
- DSK Bank (DSK)
- DZ Bank
- Erste Bank Group
- Export Development Canada
- Fifth Third Bank
- FIH (Danish Mortgage Bank)
- Friesland Bank
- GE Capital International Financing Corporation / GE Group
- Groupe BPCE (incl. Natixis, Banques Populaires, Caisses d'Épargne, Crédit Foncier, Banque Palatine)
- Handelsbanken
- Helaba
- HSBC



- HSH Nordbank
- Hua Nan
- ICBC
- ING Bank / ING Group
- ING Belgium SA/NV
- Interbanca
- Intesa Sanpaolo / Banca IMI Group
- Investec
- JP Morgan
- KBC / KBC Group
- Key Bank
- Kommunalkredit Austria
- Kreditanstalt fuer Wiederaufbau (KfW)
- KSK Koln
- La Caixa
- La Compagnie Financière Edmond de Rothschild
- Landesbank Baden-Wuerttemberg (LBBW)
- Landesbank Hessen-Thuringen (Helaba)
- LCL (Banque et Assurance Le Credit Lyonnais)
- Lloyds Banking Group (incl. Halifax Bank of Scotland-HBoS)
- Mediobanca
- Mitsubishi UFJ Financial Group
- Mitsubishi Trust
- Mizuho
- MKB Bank (MKB)
- Monte dei Paschi
- Morgan Stanley
- National Australia Bank Limited
- National Bank of Kuwait
- National City
- National Westminster Bank Plc
- Natixis

- NBAD
- NIBC Bank
- NN Partners
- Nomura
- Nordea Bank
- Nordic Investment Bank
- NordLB
- Norinchukin Bank
- North Fork (Capital One)
- Nova Ljubljanska banka (NLB, affiliate of KBC)
- NY Kredit Bank A/S
- Oberbank
- Pohjola
- Postova Banka
- Prima Bank Slovensko
- Prva Stavebna Sporitelna
- QNB
- Rabobank
- Raiffeisen
- Royal Bank of Canada (RBC)
- Royal Bank of Scotland (RBS)
- Santander
- Sberbank Group (incl. Volksbank)
- Schroders
- Scotia
- SEB
- Shinsei
- Shinkin Central Bank
- Siemens Bank
- SNS Nederland Bank
- Societe Generale
- Standard Chartered (SCB)

- Sumitomo Mitsui Banking Corporation
- Sumitomo Mitsui Banking group
- Sumitomo Trust
- Svenska Handelsbanken
- Swedbank
- Swedish Export Credit Corporation
- Toronto Dominion
- UBS
- Ulster Bank
- UniCredit
- United Overseas Bank (UOB)
- VTB
- VUB
- Wells Fargo (incl. Wachovia)
- Westfalen
- Westpac

**Institutional White List**

- Aberdeen
- AIG Capital
- Allianz
- Ares Capital
- Ashmore
- AXA
- Aviva
- Babson
- Blackrock
- BNPP IM
- Castle Hill
- Cordiant
- Credit Suisse AM
- Darby
- Eaton Vance

- ECM (Wells Fargo)
- EPF (Employee Pension Fund)
- Deutsche Asset & Wealth management
- DNB Life
- GML
- Ice Canyon
- ICG
- ING Asset Management
- Insight (BNY Mellon)
- Invesco
- JPM AM
- Met Life
- Oslo Pension
- Pacific Life
- PIMCO
- Pramerica
- Rivage
- SCOR
- Sequoia
- SwissRe
- Sun Life Financial
- SUVA (Swiss Insurance)
- Zurich Re

## Signatories

**The Company and Security Group Agent**

**EXECUTED by ELLEVIO AB (PUBL)**

acting by

Authorised Signatory

.....

Authorised Signatory

.....

**Initial ACF Arranger**

**EXECUTED** on behalf of **BNP PARIBAS SA, BANKFILIAL SVERIGE**

acting by:

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Authorised Signatory

**Initial ACF Arranger**

**EXECUTED** on behalf of **CANADIAN IMPERIAL BANK OF COMMERCE, LONDON BRANCH**

acting by:

---

Authorised Signatory

Name:

Title:

---

Authorised Signatory

Name:

Title:

**Initial ACF Arranger**

**EXECUTED** on behalf of **DANSKE BANK A/S**

acting by:

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Authorised Signatory



**Initial ACF Arranger**

**EXECUTED** on behalf of **DNB BANK ASA, SWEDEN BRANCH**

By: \_\_\_\_\_

Authorised signatory

Title:

**Initial ACF Arranger**

**EXECUTED** on behalf of **ING BELGIUM SA/NV**

acting by:

---

Authorised Signatory

Name:

Title:

---

Authorised Signatory

Name:

Title:

**Initial ACF Arranger**

**EXECUTED** on behalf of **NATIONAL AUSTRALIA BANK LIMITED (ABN 12 004 044 937)**

Signed by

for and on behalf of

NATIONAL AUSTRALIA BANK LIMITED

(ABN 12 004 044 937)

**Initial ACF Arranger**

**SIGNED** on behalf of **NORDEA BANK ABP, FILIAL I SVERIGE**

By: \_\_\_\_\_

Title:

**Initial ACF Arranger**

**EXECUTED** on behalf of **ROYAL BANK OF CANADA**

acting by:

---

Authorised Signatory

**Initial ACF Arranger**

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

acting by:

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Authorised Signatory

**Initial ACF Arranger**

**EXECUTED** on behalf of **SWEDBANK AB (PUBL)**

By: \_\_\_\_\_  
Authorised signatory

By: \_\_\_\_\_  
Authorised signatory

**Initial ACF Arranger**

**SIGNED** on behalf of **NATIONAL WESTMINSTER BANK PLC**

By:

Title:

By:

Title



**Initial ACF Arranger**

**EXECUTED** on behalf of **EXPORT DEVELOPMENT CANADA**

acting by:

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Authorised Signatory

**Initial ACF Agent**

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

acting by:

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Authorised Signatory

**Original Initial ACF Lender**

**EXECUTED** on behalf of **BNP PARIBAS SA, BANKFILIAL SVERIGE**

acting by:

---

Authorised Signatory

---

Authorised Signatory

**Original Initial ACF Lender**

**EXECUTED** on behalf of **CANADIAN IMPERIAL BANK OF COMMERCE, LONDON BRANCH**

acting by:

---

Authorised Signatory

Name:

Title:

---

Authorised Signatory

Name:

Title:

**Original Initial ACF Lender**

**EXECUTED** on behalf of **DANSKE BANK A/S, DANMARK, SVERIGE FILIAL**

acting by:

---

Authorised Signatory

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Authorised Signatory

**Original Initial ACF Lender**

**EXECUTED** on behalf of **DNB SWEDEN AB**

By: \_\_\_\_\_

Authorised signatory

Title:

**Original Initial ACF Lender**

**EXECUTED** on behalf of **ING BELGIUM SA/NV**

acting by:

---

Authorised Signatory

Name:

Title:

---

Authorised Signatory

Name:

Title:

**Original Initial ACF Lender**

**EXECUTED** on behalf of **NATIONAL AUSTRALIA BANK LIMITED (ABN 12 004 044 937)**

Signed by

for and on behalf of

NATIONAL AUSTRALIA BANK LIMITED

(ABN 12 004 044 937)



**Original Initial ACF Lender**

**SIGNED** on behalf of **NORDEA BANK ABP, FILIAL I SVERIGE**

By: \_\_\_\_\_

Title:

**Original Initial ACF Lender**

**EXECUTED** on behalf of **ROYAL BANK OF CANADA**

acting by:

---

Authorised Signatory

**Original Initial ACF Lender**

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

acting by:

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Authorised Signatory

**Original Initial ACF Lender**

**EXECUTED** on behalf of **SWEDBANK AB (PUBL)**

By: \_\_\_\_\_  
Authorised signatory

By: \_\_\_\_\_  
Authorised signatory

**Original Initial ACF Lender**

**SIGNED** on behalf of **NATIONAL WESTMINSTER BANK PLC**

By:

Title:

By:

Title

**Original Initial ACF Lender**

**EXECUTED** on behalf of **EXPORT DEVELOPMENT CANADA**

acting by:

---

Authorised Signatory

---

Authorised Signatory

**SCHEDULE 2**  
**CONDITIONS PRECEDENT TO THE EFFECTIVE DATE**

**1. Borrower**

- (a) Certified up-to-date copies of the constitutional documents of the Company.
- (b) A certified copy of a resolution of the board of directors of the Company:
  - (i) resolving that it execute, deliver and perform the terms of, and the transactions contemplated by, this Deed;
  - (ii) authorising a specified person or persons to agree all terms of this Deed on its behalf and to sign and deliver all agreements and documents relating to this Deed.
- (c) A specimen of the signature of each person authorised by the resolutions referred to in paragraph (b) above.
- (d) A certificate of an authorised signatory of the Company confirming that borrowing, guaranteeing and securing the Total Commitments (as defined in the Amended IACFA) would not cause any borrowing, guarantee, security or similar limit binding on the Company to be exceeded.
- (e) A certificate of an authorised signatory of the Company certifying that each copy document relating to it in this Schedule 2 (*Conditions Precedent to the Effective Date*) is correct, complete and in full force and effect as at a date no earlier than the date of this Deed.
- (f) A certificate of an authorised signatory of the Company certifying that, notwithstanding any amounts utilised under any Ancillary Facility pursuant to clause 7 (*Ancillary Facilities*) of the IACFA, there are no Capex Facility Loans or WC Facility Loans outstanding and the Company will not submit any Utilisation Requests in respect of the WC Facility or Capex Facility until the earlier to occur of (i) the Effective Date; or (ii) 10 Business Days after the date of this Deed (or such other date as the Company and the Initial ACF Agent may agree in accordance with Clause 6 (*Conditions Precedent*) of this Deed).

**2. Finance Documents**

- (a) At least one copy of this Deed, in each case duly executed by the parties hereto.
- (b) To be delivered only to the parties to such letter, a duly executed copy of any fee letter, commitment letter or request entered into in connection with: (i) this documents referred to in paragraph (a) above or the transactions contemplated in such documents; and (ii) any other document that has been entered into in connection with such facilities, or the transactions contemplated thereby, and which has been designated a Finance Document by the parties thereto in accordance with the Master Definitions Agreement.

**3. Legal Opinions**

- (a) An enforceability legal opinion of Allen & Overy LLP, legal advisers to the Initial ACF Agent as to English law.

- (b) A legal opinion of Mannheimer Swartling Advokatbyrå AB, legal advisers to the Company as to Swedish law, on the capacity of and due execution of this Deed by the Company (including all standard capacity opinion elements).

**4. Other Documents and Evidence**

- (a) Evidence that the Security Group Agent has notified the Security Trustee that it intends to enter into this Deed.
- (b) Evidence that a copy of this Deed (including the Amended IACFA) executed by all the Parties has been provided to the Security Trustee.
- (c) Evidence that the fees, costs and expenses then due from the Borrower pursuant to the Initial ACF Finance Documents (including this Deed) have been or will be paid on or prior to the Effective Date.
- (d) Completion of all “know your customer” or similar checks under all applicable laws and regulations which the Initial ACF Lenders and the Initial ACF Agent consider necessary in connection with their entry into this Deed.
- (e) A certificate to the Security Trustee certifying that, for the purposes of the Secured Liabilities under this Deed to constitute “Class A Permitted Additional Financial Indebtedness” as defined in the Master Definitions Agreement:
  - (i) no Default is subsisting or would occur as a result of such Class A Permitted Additional Financial Indebtedness; and
  - (ii) there is no hedging in respect of the Class A Permitted Additional Financial Indebtedness.



## **SCHEDULE 3**

### **THE PARTIES**

#### **PART I**

#### **THE INITIAL ACF ARRANGERS**

BNP Paribas SA, Bankfilial Sverige

Canadian Imperial Bank of Commerce, London Branch

Danske Bank A/S

DNB Bank ASA, Sweden Branch

Export Development Canada

ING Belgium SA/NV

National Australia Bank Limited ABN 12 004 044 937

National Westminster Bank Plc

Nordea Bank Abp, filial i Sverige

Royal Bank of Canada

Skandinaviska Enskilda Banken AB (publ)

Swedbank AB (publ)

**PART II**  
**THE CONTINUING LENDERS**

BNP Paribas SA, Bankfilial Sverige

Canadian Imperial Bank of Commerce, London Branch

Danske Bank A/S, Danmark, Sverige Filial

DNB Sweden AB

Export Development Canada

ING Belgium SA/NV

National Australia Bank Limited ABN 12 004 044 937

National Westminster Bank Plc

Nordea Bank Abp, filial i Sverige

Royal Bank of Canada

Skandinaviska Enskilda Banken AB (publ)

Swedbank AB (publ)

**PART III**  
**THE RETIRING LENDERS**

Bank of America Merrill Lynch International Designated Activity Company

MUFG Bank, Ltd.

Crédit Agricole Corporate and Investment Bank

Deutsche Bank Luxembourg S.A.

HSBC Bank plc

Scotiabank Europe plc

Société Générale, London Branch

**SCHEDULE 4**  
**COMMITMENTS IN THE AMENDED IACFA**

<b>Continuing Lender</b>	<b>Total Commitments (SEK)</b>
BNP Paribas SA, Bankfilial Sverige	625,000,000.00
Canadian Imperial Bank of Commerce, London Branch	625,000,000.00
Danske Bank A/S, Danmark, Sverige Filial	625,000,000.00
DNB Sweden AB	625,000,000.00
Export Development Canada	750,000,000.00
ING Belgium SA/NV	625,000,000.00
National Australia Bank Limited ABN 12 004 044 937	500,000,000.00
National Westminster Bank Plc	625,000,000.00
Nordea Bank Abp, filial i Sverige	625,000,000.00
Royal Bank of Canada	625,000,000.00
Skandinaviska Enskilda Banken AB (publ)	625,000,000.00
Swedbank AB (publ)	625,000,000.00
<b>TOTAL:</b>	<b>7,500,000,000.00</b>

## Signatories


The Company and Security Group Agent

EXECUTED as a DEED by  
ELLEVIQ AB (PUBL)


acting by

Authorised Signatory

Authorised Signatory



Jan Seveborg

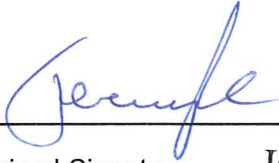


**Johan Lindehag**

**Initial ACF Arranger**

**EXECUTED as a DEED on behalf of BNP PARIBAS SA, BANKFILIAL SVERIGE**

acting by:



\_\_\_\_\_  
Authorised Signatory

Jeremy Keane



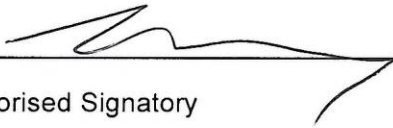
\_\_\_\_\_  
Authorised Signatory

Josefin Baldeh  
Head of Legal Sweden and Finland

Initial ACF Arranger

EXECUTED as a DEED on behalf of CANADIAN IMPERIAL BANK OF COMMERCE, LONDON  
BRANCH

acting by:



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Authorised Signatory

Name: Sarah Heavey  
Managing Director

Title:



---

Authorised Signatory


Name: COURTNEY LAY


Title: DIRECTOR

Initial ACF Arranger

EXECUTED as a DEED on behalf of DANSKE BANK A/S

acting by:


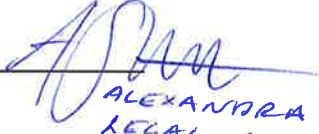
  
\_\_\_\_\_  
Authorised Signatory **Patrik Wass**

  
\_\_\_\_\_  
Authorised Signatory **Kristoffer Löfgren**



**Initial ACF Arranger**


**EXECUTED as a DEED on behalf of DNB BANK ASA, SWEDEN BRANCH**

By:  \_\_\_\_\_   
Authorized signatory  
Title: Johan Sjögren  
SVP  
ALEXANDRA STOLT  
LEGAL COUNSEL

**Initial ACF Arranger**

**EXECUTED as a DEED on behalf of ING BELGIUM SA/NV**

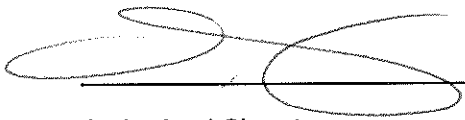
acting by:



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Authorised Signatory

Name: **Isabel Frits**  
Managing Director  
Title: **Head of Lending Belux**



---

Authorised Signatory

Name: **Els Streng**  
Senior Advisor, Corporate Lending  
Title: **Wholesale Banking**  
**ING Belgium NV/SA**

**Initial ACF Arranger**

**EXECUTED** as a **DEED** on behalf of **NATIONAL AUSTRALIA BANK LIMITED (ABN 12 004 044 937)**

Signed by

A handwritten signature in black ink, consisting of a large, rounded initial 'D' followed by a long, horizontal, slightly wavy line that ends in a small upward hook.

for and on behalf of

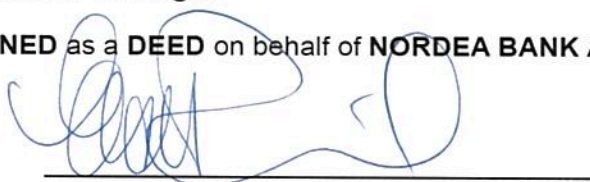
**NATIONAL AUSTRALIA BANK LIMITED**

**(ABN 12 004 044 937)**

Initial ACF Arranger

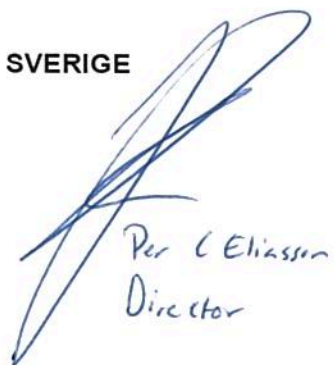
SIGNED as a DEED on behalf of NORDEA BANK ABP, FILIAL I SVERIGE

By:



Title:

Eva Österström Rietz  
Senior Legal Counsel



Per Eliassen  
Director

**Initial ACF Arranger**

**EXECUTED as a DEED on behalf of ROYAL BANK OF CANADA**

acting by:

A handwritten signature in black ink, appearing to read 'E. Pinto', is written over a solid horizontal line.

Edoardo Pinto  
Director

Authorised Signatory

**Initial ACF Arranger**

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


acting by:

  
\_\_\_\_\_  
Authorised Signatory **Martin Milleding**

  
\_\_\_\_\_  
Authorised Signatory **Sara Fiehn**

**Initial ACF Arranger**

**EXECUTED** as a **DEED** on behalf of **SWEDBANK AB (PUBL)**

By:  \_\_\_\_\_

Authorised signatory  
**Christian Johansson Legal Counsel**

By: \_\_\_\_\_

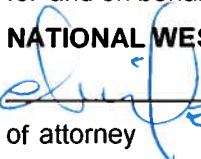
Authorised signatory

**Initial ACF Arranger**

**EXECUTED and DELIVERED as a DEED** )

for and on behalf of: )

**NATIONAL WESTMINSTER BANK PLC** by )

 acting under a power )  
of attorney *Eric Kingdon* )

in his or her favour dated ) 19 DECEMBER 2018

in the presence of: )  ) Authorised signatory

Witness's Signature .....

Name: Markus Amborg

Address: Valkallav 63

11428 Sthlm

Occupation: Bank



**Initial ACF Arranger**

**EXECUTED** as a **DEED** on behalf of **EXPORT DEVELOPMENT CANADA**

acting by:



\_\_\_\_\_  
Talal Kairouz  
Authorised Signatory **Project Finance Manager**  
**Structured and Project Finance**

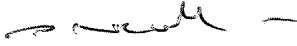


\_\_\_\_\_  
Stefan Salonen  
Authorised Signatory **Project Finance Manager**  
**Structured and Project Finance**

**Initial ACF Agent**

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

acting by:



**Penny Neville-Park**

---

Authorised Signatory



**Duncan Nash**

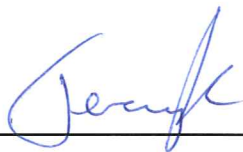
---

Authorised Signatory

**Continuing Lender**

**EXECUTED as a DEED on behalf of BNP PARIBAS SA, BANKFILIAL SVERIGE**

acting by:



\_\_\_\_\_  
Authorised Signatory

**Jeremy Keane**



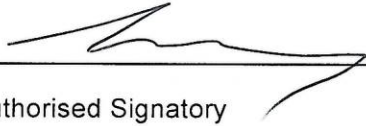
\_\_\_\_\_  
Authorised Signatory

Josefin Baldeh  
Head of Legal Sweden and Finland

Continuing Lender

EXECUTED as a DEED on behalf of CANADIAN IMPERIAL BANK OF COMMERCE, LONDON  
BRANCH

acting by:

  
\_\_\_\_\_

Authorised Signatory

Name: Sarah Heavey  
Title: Managing Director

  
\_\_\_\_\_


Authorised Signatory


Name: COURTNEY LAY  
Title: DIRECTOR

**Continuing Lender**

**EXECUTED as a DEED on behalf of DANSKE BANK A/S, DANMARK, SVERIGE FILIAL**

acting by:

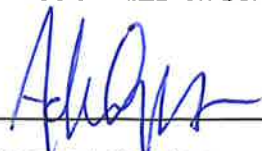
  
\_\_\_\_\_  
Authorised Signatory **Kristoffer Löfgren**


  
\_\_\_\_\_  
Authorised Signatory **Lars Frisk**

**Continuing Lender**

**EXECUTED as a DEED on behalf of DNB SWEDEN AB**

By:

  
\_\_\_\_\_  
Authorised signatory

  
ALEXANDRA STOLI  
LEARN COUNSEL

Title: Johan Sjögren  
SUP

**Continuing Lender**

**EXECUTED as a DEED on behalf of ING BELGIUM SA/NV**

acting by:

\_\_\_\_\_  
Authorised Signatory

Name: **Isabel Frits**  
Title: **Managing Director  
Head of Lending Belux**

\_\_\_\_\_  
Authorised Signatory

Name: **Els Streng**  
Title: **Senior Advisor, Corporate Lending  
Wholesale Banking  
ING Belgium NV/SA**

**Continuing Lender**

**EXECUTED** as a **DEED** on behalf of **NATIONAL AUSTRALIA BANK LIMITED (ABN 12 004 044 937)**

Signed by

A handwritten signature in black ink, consisting of a large, stylized capital letter 'G' followed by a long horizontal line that ends in a small upward hook.

for and on behalf of

**NATIONAL AUSTRALIA BANK LIMITED**

**(ABN 12 004 044 937)**

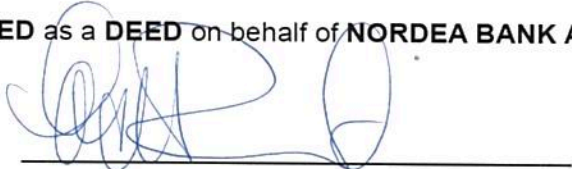


**Continuing Lender**


**SIGNED** as a **DEED** on behalf of **NORDEA BANK ABP, FILIAL I SVERIGE**

By:

Title:



Eva Österström Rietz  
senior legal counsel



Per L Eliassen  
Director

**Continuing Lender**

**EXECUTED as a DEED on behalf of ROYAL BANK OF CANADA**

acting by:

A handwritten signature in black ink, appearing to read 'E. Pinto', is written over a solid horizontal line.


Edoardo Pinto  
Director


Authorised Signatory

**Continuing Lender**

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

acting by:

  
\_\_\_\_\_  
Authorised Signatory **Martin Milleding**

  
\_\_\_\_\_  
Authorised Signatory **Sara Fiehn**

**Continuing Lender**

**EXECUTED** as a **DEED** on behalf of **SWEDBANK AB (PUBL)**

By:  \_\_\_\_\_

Authorised signatory  
Christian Johansson Legal Counsel

By: \_\_\_\_\_

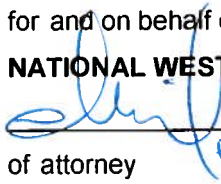
Authorised signatory

**Continuing Lender**

**EXECUTED and DELIVERED as a DEED** )

for and on behalf of: )

**NATIONAL WESTMINSTER BANK PLC** by )

 acting under a power )  
of attorney )

in his or her favour dated )

19 November 2018

in the presence of: )

Authorized signatory

Witness's Signature



Name:

Karhu Ambar

Address:

Valkalle 63  
11428 Stockholm

Occupation:

Bank

**Continuing Lender**

**EXECUTED** as a **DEED** on behalf of **EXPORT DEVELOPMENT CANADA**

acting by:



**Talal Kairouz**

Authorised Signatory **Project Finance Manager  
Structured and Project Finance**



Authorised Signatory

**Stefan Salonen  
Project Finance Manager  
Structured and Project Finance**

**Retiring Lender**

**EXECUTED** as a **DEED** on behalf of **CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

acting by:

---

Authorised Signatory



---

Authorised Signatory

**PRATEEK VARMA**  
**(EXECUTIVE DIRECTOR)**



Thomas Rayet  
(RID, Head PM EMEA)

Retiring Lender

EXECUTED as a DEED on behalf of DEUTSCHE BANK LUXEMBOURG S.A.

acting by:



\_\_\_\_\_  
Authorised Signatory C. KOCH



\_\_\_\_\_  
Authorised Signatory S. JABBAR

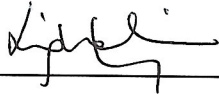
Witness: Deutsche Bank Luxembourg S.A.  
2, Boulevard Konrad Adenauer  
L-1115 Luxembourg

  
REUTER



Retiring Lender

SIGNED on behalf of HSBC BANK PLC



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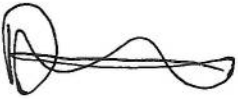
Authorised Signatory

CHARLENE CHOI

ASSOCIATE DIRECTOR, MULTINATIONALS .

**Retiring Lender**

**EXECUTED as a DEED on behalf of BANK OF AMERICA MERRILL LYNCH INTERNATIONAL  
DESIGNATED ACTIVITY COMPANY**

acting by: 

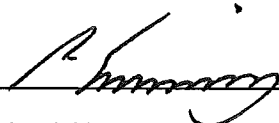
DAVID CARLTON

Authorized Signatory

**Retiring Lender**

**EXECUTED as a DEED on behalf of MUFG BANK, LTD.**

acting by:

  
\_\_\_\_\_  
Authorised Signatory

**Retiring Lender**

**EXECUTED** as a **DEED** on behalf of **SOCIÉTÉ GÉNÉRALE, LONDON BRANCH**

acting by:

*Charles Greenfield*

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Authorised Signatory

**Retiring Lender**

**EXECUTED** as a **DEED** on behalf of **SCOTIABANK EUROPE PLC**

acting by:



**Alastair Lowe**  
Managing Director

\_\_\_\_\_  
Authorised Signatory



**Steve Dobson**  
Managing Director

\_\_\_\_\_  
Authorised Signatory