

## Transfer Certificate

To: Barclays Bank PLC as Interim Facility Agent

From: Bank of America, N.A., Barclays Bank PLC and UBS AG, Stamford Branch (each an *Existing Interim Lender* and together the *Existing Interim Lenders*)

Mizuho Bank, Ltd. (the *New Interim Lender*)

Dated: 4 September 2019

### **Connect Bidco Limited – Interim Facilities Agreement dated 24 March 2019 (as amended from time to time) (the *Interim Facilities Agreement*)**

1. We refer to the Interim Facilities Agreement. This is a Transfer Certificate. Terms defined in the Interim Facilities Agreement have the same meaning in this Transfer Certificate unless given a different meaning in this Transfer Certificate.
2. We refer to Clause 23.4 (*Procedure for transfer*) of the Interim Facilities Agreement:
  - (a) The Existing Interim Lenders and the New Interim Lender agree to the Existing Interim Lenders transferring to the New Interim Lender by novation all or part of that Existing Interim Lender's Interim Commitments, rights and obligations referred to in the Schedule in accordance with Clause 23.4 (*Procedure for transfer*) of the Interim Facilities Agreement.
  - (b) The proposed Transfer Date is 4 September 2019.
  - (c) The Facility Office and address, email address and attention details for notices of the New Interim Lender for the purposes of Clause 19.1 (*Mode of service*) of the Interim Facilities Agreement are set out in the Schedule.
3. The New Interim Lender expressly acknowledges the limitations on each Existing Interim Lender's obligations set out in paragraph (c) of Clause 23.3 (*Limitation of responsibility of Existing Interim Lenders*) of the Interim Facilities Agreement.
4. The New Interim Lender confirms, for the benefit of the Interim Facility Agent, that:
  - (a) in respect of a Non-US Obligor whose Tax Jurisdiction is Luxembourg it is:
    - (i) a Qualifying Non-US Interim Lender (other than a Treaty Interim Lender); and
  - (b) in respect of a US Obligor:
    - (i) a Qualifying US Interim Lender.
5. Notwithstanding any assignment, transfer or novation by any Interim Lender to any New Interim Lender, participant or sub-participant, of all or any part of its rights and obligations under the Interim Facilities Agreement or any of the other Interim Finance Documents, the parties hereto agree that, for the purposes of Article 1278 and/or Article 1281 of the Luxembourg Civil Code (to the extent applicable), any security interest

created or guarantee given under this Agreement or any other Interim Finance Documents (or in relation to the Interim Facilities Agreement or any other Interim Finance Documents) shall be preserved and continue in full force and effect to the benefit of, among others, such New Interim Lender, participant or sub-participant.

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

**Note: It is the responsibility of the New Interim Lender to ascertain whether any other documents or other formalities are required to perfect a transfer of such a share in the Existing Interim Lenders' Interim Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.**

## Schedule to the Transfer Certificate

### Commitment/rights and obligations to be transferred:

#### Interim Term Facility

<b>Existing Interim Lenders</b>	<b>Commitment of Existing Interim Lenders to be transferred (US\$)</b>
Bank of America, N.A.	21,604,938.27
Barclays Bank PLC	21,604,938.27
UBS AG, Stamford Branch	21,604,938.27

<b>New Interim Lender</b>	<b>Commitment of New Interim Lender post-transfer (US\$)</b>
Mizuho Bank, Ltd.	64,814,814.81

#### Interim Revolving Facility

<b>Existing Interim Lenders</b>	<b>Commitment of Existing Interim Lenders to be transferred (US\$)</b>
Bank of America, N.A.	8,333,333.33
Barclays Bank PLC	8,333,333.33
UBS AG, Stamford Branch	8,333,333.34

<b>New Interim Lender</b>	<b>Commitment of New Interim Lender post-transfer (US\$)</b>
Mizuho Bank, Ltd.	25,000,000.00

**New Interim Lender Notice details:**

Address: Mizuho House, 30 Old Bailey, London EC4M 7AU

Email: Mizuhocb.loansadmin@mhcb.co.uk

Attention: Steven Watson

## **Signatures to the Transfer Certificate**

*[Intentionally left blank]*

For and on behalf of  
**BANK OF AMERICA, N.A.**  
as Existing Interim Lender

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

Name: Scott Tolchin

Title: Managing Director

For and on behalf of  
**BARCLAYS BANK PLC**  
as Existing Interim Lender

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title:



**Sinead Harris**  
Managing Director

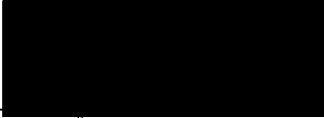
For and on behalf of  
**UBS AG, STAMFORD BRANCH**  
as Existing Interim Lender

By:   
Name: Michael Lawton  
Title: Managing Director

By:   
Name: Kevin T. Pluff  
Title: Managing Director  
Leveraged Capital Markets

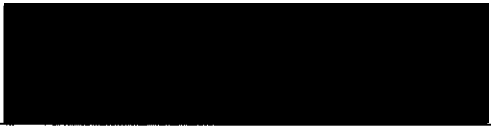


For and on behalf of  
**MIZUHO BANK, LTD.**  
as New Interim Lender

By:  \_\_\_\_\_  
Name: Ben Forman  
Title: Director

This Transfer Certificate is accepted by the Interim Facility Agent and the Transfer Date is confirmed as  
4 September 2019.

**BARCLAYS BANK PLC**



By:  
Name:  
Title:

**Sinead Harris**  
Managing Director