

INTERIM CREDIT AGREEMENT

This INTERIM CREDIT AGREEMENT (“**Agreement**”) is entered into as of November 16, 2015, among LGE Coral Holdco Limited, a private limited company incorporated in England and Wales (the “**Borrower**”), the Agent (as defined below), and each lender from time to time party hereto (collectively, the “**Lenders**” and individually, a “**Lender**”).

PRELIMINARY STATEMENTS

The Borrower has requested that the Lenders extend credit to the Borrower in the form of Loans in an aggregate principal amount of up to £140,000,000.

The Lenders have indicated their willingness to lend on the terms and subject to the conditions set forth herein.

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

The First Revolving Credit Facility Commitments (as defined in the Commitment Letter (as defined below)) will initially be reduced by a dollar amount equivalent to such Lender’s Commitment hereunder for such time as this Facility remains outstanding. When this Facility is either cancelled or repaid in full in accordance with this Agreement, each Lender shall make available a commitment under the First Revolving Credit Facility (as defined in the Commitment Letter) in an amount equal to the amount set out in Schedule 3 against its name, and each such Lender will execute an increase confirmation or other documentation in accordance with the terms of the Refinancing Facilities Agreement to evidence such commitments.

ARTICLE I

Definitions and Accounting Terms

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

“**Acquisition**” means the acquisition, directly or indirectly, by Liberty Global Plc of Target pursuant to a scheme of arrangement under Part 26 of the Companies Act 2006 of England and Wales (as amended from time to time).

“**Affiliate**” means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“**Agent**” means The Bank of Nova Scotia, in its capacity as administrative agent and collateral agent under the Loan Documents, or any successor administrative agent and/or collateral agent.

“**Agent-Related Persons**” means the Agent, together with its general and limited partners, their Affiliates (other than the Borrower), and the officers, directors, employees, agents and attorneys-in-fact of the Agent, its general and limited partners and their Affiliates (other than the Borrower).

“**Agreement**” means this Agreement, as amended, restated, extended, modified or supplemented from time to time in accordance with the terms hereof.

“Anti-Corruption Laws” means all laws, rules, and regulations of any jurisdiction from time to time concerning or relating to bribery or corruption applicable to the Borrower by virtue of such Person being organized or operating in such jurisdiction.

“Attorney Costs” means all fees, out-of-pocket expenses and disbursements of any law firm or other external legal counsel excluding any legal fees and expenses of the counsel for the Lenders in connection with the negotiation, preparation or execution of this Agreement.

“Board” means the Board of Governors of the Federal Reserve System of the United States.

“Borrower” has the meaning specified in the introductory paragraph to this Agreement.

“Borrowing” means a borrowing of the Loan made by each of the Lenders pursuant to Section 2.01.

“Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, Amsterdam, New York or London.

“Certain Funds Default” means any Event of Default arising under clauses (f) or (h) of Section 8.01 that relates to the Borrower only.

“Certain Funds Period” means the period beginning on the date of this Agreement and ending on the earliest to occur of: (i) the date that falls 60 Business Days after the Scheme Effective Date; (ii) the Long Stop Date; (iii) the Commitment Termination Date; and (iv) the earlier to occur of (a) the date falling 14 days after the date on which the Loans are drawn down in full and (b) the date on which the dividend or distribution is made to the shareholders of the Target in full in connection with the Acquisition.

“Closing Date” means the date on which the Commitments are drawn under Section 2.01.

“Code” means the U.S. Internal Revenue Code of 1986, as amended from time to time, and the regulations thereunder.

“Collateral” means “Collateral”, “Pledged Assets” or “Trust Property” as defined in any Collateral Document, and any other assets pledged pursuant to any Collateral Document.

“Collateral Documents” means the Share Charge, any document that creates or purports to create security in respect of Subordinated Funding and any other document that creates or purports to create Collateral in favor of the Lenders.

“Commitment Letter” means the commitment letter between The Bank of Nova Scotia, Merrill Lynch, Pierce, Fenner & Smith, BNP Paribas Fortis SA/NV, Citigroup Global Markets Limited, Credit Suisse Securities (USA) LLC, Goldman Sachs Bank USA, ING Capital LLC and Royal Bank of Canada as Mandated Lead Arrangers and Bookrunners and The Bank of Nova Scotia, Bank of America, N.A., BNP Paribas Fortis SA/NV, Citigroup Global Markets Limited, Credit Suisse Securities (USA) LLC, Goldman Sachs Bank USA, ING Capital LLC and Royal Bank of Canada as Underwriters and the Borrower dated on or about the date hereof in respect of, among other things, the Facility (as amended and in effect from time to time).

“Commitment Termination Date” means the date on which the agent under the Refinancing Facilities Agreement (as defined in the Commitment Letter) has confirmed that the conditions precedent to the utilization of Term Loan B2 Facility (as defined in the Commitment Letter) have been satisfied or waived.

“Commitments” means, as to each Lender, its obligation to make Loans to the Borrower pursuant to Section 2.01, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on Schedule 1 under the caption “Commitment” or opposite such caption in the assignment and assumption agreement pursuant to which such Lender becomes a party hereto in accordance with the terms hereof. The aggregate Commitments of all Lenders shall be £140,000,000 on the Closing Date.

“Committed Loan Notice” means a notice of a Borrowing, which shall be substantially in the form of Exhibit A.

“Contractual Obligation” means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“Control” has the meaning specified in the definition of “Affiliate.”

“Co-operation Agreement” means the co-operation agreement to be entered into between Liberty Global PLC and Cable & Wireless Communications PLC on or around the date of this Agreement (as amended, varied or supplemented) in respect of the Acquisition.

“Debtor Relief Laws” means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions (including, without limitation, England and Wales) from time to time in effect and affecting the rights of creditors generally.

“Default” means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“Equity Interests” means, with respect to any Person, all of the shares in the capital of, or shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of such shares (or such other interests), all of the securities convertible into or exchangeable for such shares (or such other interests) or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

“Event of Default” has the meaning specified in Section 8.01.

“Facility” means, at any time, the aggregate amount of the Lenders’ Commitments at such time.

“FATCA” means (a) sections 1471 to 1474 of the Code or any associated regulations or other official guidance, (b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of clause (a) above, or (c) any agreement pursuant to the implementation of clauses (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

“FATCA Deduction” means a deduction or withholding from a payment under a Loan Document required by FATCA.

“FCC Condition” has the meaning specified in the Co-operation Agreement.

“**GAAP**” means generally accepted accounting principles in the United States of America, as in effect from time to time.

“**Governmental Authority**” means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“**Indebtedness**” means, with respect to any Person on any date of determination (without duplication): (a) money borrowed or raised and debit balances at banks; (b) any bond, note, loan stock, debenture or similar debt instrument; (c) acceptance or documentary credit facilities; (d) any other transaction (including without limitation forward sale or purchase agreements) having the commercial effect of a borrowing or raising of money or any of (b) to (c) above; and (e) the principal component of Indebtedness of other Persons to the extent guaranteed by such Person to the extent not otherwise included in the Indebtedness of such Person, *provided that* Indebtedness which has been cash-collateralized shall not be included in any calculation of Indebtedness to the extent so cash-collateralized.

“**Indemnified Liabilities**” has the meaning specified in Section 10.05.

“**Indemnitees**” has the meaning specified in Section 10.05.

“**Interim Facility Fee Letter**” shall have the meaning given to such term in the Commitment Letter.

“**Laws**” means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority.

“**Lender**” has the meaning specified in the introductory paragraph to this Agreement and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a “Lender.”

“**LIBOR**” means (i) the rate per annum equal to the London interbank offered rate administered by ICE Benchmark Administration Limited or such other rate per annum as is widely recognized as the successor thereto if ICE Benchmark Administration Limited is no longer making a London interbank offered rate available, as published by Bloomberg (or such other commercially available source providing quotations of the London interbank offered rate as may be designated by the Agent from time to time) at approximately 11:00 a.m., two London Banking Days prior to the Closing Date, for Sterling deposits (for delivery on the Closing Date) with a term ending on the Maturity Date or (ii) if such published rate is not available at such time for any reason, the rate per annum determined by the Agent to be the rate at which deposits in Sterling for delivery on the Closing Date in Same Day Funds in the approximate amount of the Loan being made and with a term ending on the Maturity Date would be offered by the Agent’s London branch to major banks in the London interbank market at their request at approximately 11:00 a.m., two London Banking Days prior to the Closing Date.

“**Lien**” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other

encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

“**Loan Documents**” means, collectively, this Agreement, each Note, the Committed Loan Notice, the Interim Facility Fee Letter and, after the Security Effective Date, the Collateral Documents and all as may be amended, restated, extended, modified or supplemented from time to time.

“**Loan Parties**” means the Borrower and, after the Security Effective Date, the Borrower and any Security Provider.

“**Loans**” has the meaning specified in Section 2.01.

“**London Banking Day**” means any day on which dealings in Sterling deposits are conducted by and between banks in the London interbank market.

“**Long Stop Date**” means (a) 31 May 2016; or (ii) if the FCC Condition has not been satisfied prior to the date specified in (a) above, 16 December 2016, or such later date (if any) as may be agreed by Liberty Global plc and the Required Lenders.

“**Margin Stock**” has the meaning assigned to such term in Regulation U.

“**Material Adverse Effect**” means any event or circumstance that has a material adverse effect on the ability of the Borrower to perform its payment obligations under any Loan Document to which the Borrower is a party.

“**Maturity Date**” means the 60th Business Day following the date of the initial drawing under the Facility, or if such day is not a Business Day, the Maturity Date shall be the Business Day immediately succeeding such day.

“**Maximum Rate**” has the meaning specified in Section 10.08.

“**Note**” means a promissory note of the Borrower payable to any Lender or its registered assigns, in substantially the form of Exhibit B to this Agreement, evidencing the aggregate indebtedness of the Borrower to such Lender resulting from the Loans made by such Lender to the Borrower.

“**Obligations**” means all advances to, and debts, liabilities, obligations, covenants and duties of, a Loan Party arising under any Loan Document or otherwise with respect to the Loans whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against a Loan Party of any proceeding under any Debtor Relief Laws naming a Loan Party as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding. Without limiting the generality of the foregoing, the Obligations of a Loan Party under the Loan Documents include (a) the obligation to pay principal, interest, reimbursement obligations, charges, expenses, fees, Attorney Costs, indemnities and other amounts payable under any Loan Document and (b) the obligation of a Loan Party to reimburse any amount in respect of any of the foregoing that any Lender, in its sole discretion, may elect to pay or advance on behalf of a Loan Party.

“**Other Taxes**” has the meaning specified in Section 3.01(b).

“**Outstanding Amount**” means, on any date, the amount of Loans after giving effect to any borrowings and prepayments or repayments of Loans, as the case may be, occurring on such date.

“**Panel**” means the Panel on Takeovers and Mergers.

“**Permitted Encumbrances**” means: (a) Liens imposed by law for taxes that are not yet due; (b) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than 30 days or are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP; (c) deposits to secure statutory obligations and other obligations of a like nature, in each case, in the ordinary course of business; (d) judgment Liens in respect of judgments that do not constitute an Event of Default; and (e) other imperfections of title, easements, covenants, conditions or restrictions which are not reasonably likely, individually or in the aggregate, to result in a Material Adverse Effect.

“**Person**” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“**Pro Rata Share**” means with respect to any Lender at any time, a fraction (expressed as a percentage, carried out to the ninth decimal place) the numerator of which is the amount of such Lender’s Commitment at such time and the denominator of which is the amount of the Commitments of all Lenders at such time; provided that, for purposes of Sections 2.03 and 2.08, Pro Rata Share shall refer to the fraction (expressed as a percentage, carried out to the ninth decimal place) the numerator of which is the amount of Loans held by such Lender at such time and the denominator of which is the amount of Loans held by all Lenders at such time. If the commitments of each Lender to make Loans have been terminated, then the Pro Rata Share of each Lender in respect of the Facility shall be determined based on the Pro Rata Share of such Lender in respect of the Facility or Loans, as applicable, most recently in effect, giving effect to any subsequent assignments made pursuant to the terms hereof.

“**Regulation T**” means Regulation T of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“**Regulation U**” means Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“**Regulation X**” means Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“**Required Lenders**” means, as of any date of determination, Lenders holding more than 50% of the sum of (a) the Outstanding Amount and (b) the aggregate unused Commitments.

“**Same Day Funds**” means with respect to disbursements and payments in Sterling, immediately available funds.

“**Sanctioned Country**” means, at any time, a country or territory which is the subject or target of any Sanctions.

“**Sanctioned Person**” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the European Union or Her Majesty’s Treasury of the United Kingdom and (b) any other Person organized in a Sanctioned Country or controlled (as determined by applicable law) by any Person that is a Sanctioned Person.

“**Sanctions**” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered

by the Office of Foreign Assets Control of the U.S. Department of the Treasury (“**OFAC**”) or the U.S. Department of State, or (b) the European Union or Her Majesty’s Treasury of the United Kingdom.

“**Scheme Effective Date**” means the date on which a copy of the court order sanctioning the scheme of arrangement in connection with the Acquisition is filed with the Registrar of Companies in accordance with section 899(4) of the Companies Act 2006 of England and Wales, as amended from time to time.

“**Security Effective Date**” means the first date on which a Collateral Document is entered into.

“**Security Provider**” means (i) (to the extent it grants security pursuant to a Collateral Document) the Borrower and (ii) any member of the Wider Group that grants security pursuant to any Collateral Document.

“**Share Charge**” means the security to be granted by the immediate holding company of the Borrower at the relevant time in favor of the Lenders in respect of all of its shares in the Borrower.

“**Sterling**” and “**£**” means the lawful currency of the United Kingdom.

“**Structure Memorandum**” means the structure paper entitled “Project Coral: Acquisition Structure” describing the proposed structure for the Acquisition as delivered by the Borrower to the Agent on or prior to the date of this Agreement, as amended, supplemented or replaced by any new structure paper delivered by the Borrower to the Agent from time to time provided that such amended, supplemented or replaced structure paper is not materially adverse to the interests of the Lenders unless the Required Lenders have provided consent to such amendment, supplement or replacement.

“**Subordinated Funding**” means any Indebtedness made available to the Borrower by any member of the Wider Group provided that, either pursuant to its terms or pursuant to an agreement with respect thereto, such Indebtedness is subordinated in right of payment to the prior payment of the Indebtedness under the Loan Documents on terms that are reasonably satisfactory to the Agent.

“**Subsidiary**” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity (excluding, for the avoidance of doubt, any charitable organisations and any other Person that meets the requirements of Section 501(c)(3) of the Code) (i) of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, directly or indirectly, by such Person or (ii) the management of which is otherwise controlled, directly or indirectly, through one or more intermediaries, by such Person, to the extent such entity’s financial results are required to be included in such Person’s consolidated financial statements under GAAP.

“**Target**” means Cable & Wireless Communications plc, and any successor thereto.

“**Target Group**” means Target and its Subsidiaries.

“**Taxes**” has the meaning specified in Section 3.01(a).

“**Ultimate Holdco**” means Liberty Global plc, including its successors.

“**Uniform Commercial Code**” or “**UCC**” means the Uniform Commercial Code or any successor provision thereof as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code or any successor provision thereof (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

“**USA Patriot Act**” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56.

“**Wider Group**” means Ultimate Holdco and its Subsidiaries from time to time (other than the Borrower).

SECTION 1.02. Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document: (a) the meanings of defined terms are equally applicable to the singular and plural forms of the defined terms; (b)(i) in the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each means “to but excluding,” (ii) the terms “hereof”, “hereby”, “hereto,” “hereunder,” and similar terms mean this Agreement, the term “heretofore” means before, and the term “hereafter” means after, the effective date hereof, (iii) the term “including” means “including, without limitation” and (iv) the word “or” is not exclusive; and (c) section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

SECTION 1.03. Accounting Terms. All accounting terms not specifically or completely defined herein shall be construed in conformity with GAAP.

SECTION 1.04. Times of Day. Unless otherwise specified, all references herein to times of day shall be references to New York time.

ARTICLE II

The Commitments and Borrowings

SECTION 2.01. The Loans.

(a) Subject to Section 4 (Conditions Precedent to Borrowings) and the other terms and conditions set forth herein, each Lender severally agrees to make to the Borrower a loan (the “**Loans**”) in an amount equal to such Lender’s Commitment on the Closing Date. Amounts borrowed under this Section 2.01 and repaid or prepaid may not be reborrowed. The Borrower shall promptly execute and deliver a Note in favor of each Lender to the extent that such Lender requests a Note.

(b) The proceeds of the Loans shall be used by the Borrower to finance, directly or indirectly (whether by equity contribution or loan to the Target or otherwise), (A) the payment of a dividend or distribution to the shareholders of the Target in connection with the Acquisition; and (B) any fees, costs, expenses or other amounts payable by the Borrower or the Target Group in connection with this Agreement, the Acquisition, the Refinancing Facilities Agreement or any other related transaction.

SECTION 2.02. Borrowing.

(a) The Borrowing of the Loans on the Closing Date shall be made upon the Borrower’s irrevocable notice in the form of a Committed Loan Notice delivered to the Agent not later than 7:00 p.m. on the third Business Day prior to the date of the requested Borrowing. The Committed Loan Notice shall specify (i) the requested date of the Borrowing, which shall be a Business Day, and (ii) the aggregate principal amount of the Loans to be borrowed. Following receipt of a Committed Loan Notice and upon the satisfaction of the applicable conditions set forth in Section 4.01 (or the requirement to provide such documents and evidence listed in Section 4.01 having been waived by the Required Lenders), each Lender, on a pro rata basis, shall make the amount of its Commitment available to the Borrower in Same Day Funds by wire transfer of such funds in accordance with instructions provided to the Lenders by the Borrower on the Business Day specified in the applicable

Committed Loan Notice. The Agent shall immediately notify the Borrower upon the satisfaction or waiver of the applicable conditions set forth in Section 4.01 (other than paragraphs (d), (e) and (h) of Section 4.01).

(b) The failure of any Lender to make the Loan required to be made by it on the Closing Date shall not relieve any other Lender of its obligation, if any, hereunder to make its Loan on the Closing Date, but no Lender shall be responsible for the failure of any other Lender to make the Loan to be made by such other Lender on the Closing Date.

SECTION 2.03. Prepayments. The Borrower may, upon irrevocable notice to the Lenders, at any time or from time to time voluntarily prepay the Loans, without premium or penalty; *provided* that (a) such notice must be received by the Lenders not later than 1:00 p.m. on the Business Day immediately prior to the date of prepayment and (b) any partial prepayment of Loans owed to any Lender shall be in a principal amount which results in an aggregate partial prepayment of £1,000,000 or a whole multiple of £500,000 in excess thereof or if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment and the amount of each Lender's Pro Rata Share of such prepayment. The payment amount specified in such notice shall be due and payable on the date specified therein. Each prepayment of the Loans pursuant to this Section 2.03 shall be paid to the Lenders in accordance with their respective Pro Rata Shares. All prepayments under this Section 2.03 shall be accompanied by all accrued and unpaid interest.

SECTION 2.04. Cancellation and Termination of Commitments.

(a) Any available Commitments may be permanently terminated by the Borrower in whole or in part (in a minimum principal amount of £1,000,000) at any time upon one Business Day's prior written notice to the Agent. Any termination under this Section 2.04 shall reduce the Commitments of the Lenders rateably.

(b) The Commitments shall terminate, to the extent the Loans have not been funded on the earliest to occur of: (i) the date that falls 60 Business Days after the Scheme Effective Date; (ii) the Long Stop Date; and (iii) the Commitment Termination Date.

SECTION 2.05. Repayment. The Borrower shall repay to the Lenders on the Maturity Date the aggregate principal amount of the Loans outstanding, plus all accrued and unpaid interest.

SECTION 2.06. Interest.

(a) Once drawn, the Loans shall bear interest at a rate per annum equal to LIBOR plus 3.50% payable on the Maturity Date.

(b) Upon the occurrence and during the continuance of any Event of Default, the principal of, and interest on, the Loans and any other amounts owing by the Borrower hereunder or under the other Loan Documents, shall bear interest at a rate per annum two percent greater than the rate that would otherwise be applicable (the "**Default Rate**").

(c) Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

(d) All computations of interest for the Loans shall be made on the basis of a 360 day year and actual days elapsed. Interest shall accrue on the Loans for the day on which the relevant Loan is made, and shall not accrue on any Loan, or any portion thereof, for the day on which the relevant Loan or such portion is paid.

SECTION 2.07. Evidence of Indebtedness. The Loans made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and evidenced by one or more entries in a register maintained by such Lender, acting solely for purposes of Treasury Regulation Section 5f.103-1(c), as agent for the Borrower, in each case in the ordinary course of business. The accounts or records maintained by each Lender shall be conclusive evidence absent manifest error of the amount of the Loans made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations.

SECTION 2.08. Payments Generally.

(a) All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Agent, for the account of the respective Lenders to which such payment is owed, by wire transfer to the Agent as set forth by the Agent in a notice to the Borrower in Same Day Funds not later than 1:00 p.m. on the date specified therein. The Agent will promptly distribute to each Lender its Pro Rata Share of such payment in like funds as received by wire transfer to such Lender as designated by such Lender in a notice to the Agent. Any payment received by the Agent after 1:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue.

(b) If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(c) Whenever any payment received by the Agent or the Lenders under this Agreement or any of the other Loan Documents is insufficient to pay in full all amounts due and payable to the Agent and the Lenders under or in respect of this Agreement and the other Loan Documents on any date, such payment shall be applied by the Agent and the Lenders in the order of priority set forth in Section 8.03.

(d) Notwithstanding any provision to the contrary in this Agreement or the other Loan Documents, if any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of (a) Obligations in respect of the Loans due and payable to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations due and payable to such Lender at such time to (ii) the aggregate amount of the Obligations in respect of the Loans due and payable to all Lenders hereunder and under the other Loan Documents at such time) of payments on account of the Obligations in respect of the Loans due and payable to all Lenders hereunder and under the other Loan Documents at such time obtained by all the Lenders at such time, or (b) Obligations in respect of the Loans owing (but not due and payable) to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations owing (but not due and payable) to such Lender at such time to (ii) the aggregate amount of the Obligations in respect of the Loans owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time) of payments on account of the Obligations in respect of the Loans owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time obtained by all of the Lenders at such time, then the Lender receiving such greater proportion shall (x) notify the other Lenders of such fact, and (y) purchase (for cash at face value) participations in the Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of Obligations in respect of the Loans then due and payable to the Lenders or owing (but not due and payable) to the Lenders, as the case may be, provided that: (A) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be

rescinded and the purchase price restored to the extent of such recovery, without interest; and (B) the provisions of this Section shall not be construed to apply to (1) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or (2) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in the Loans to any assignee or participant. The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

SECTION 2.09. Funding losses.

Within three Business Day's of demand of any Lender (with a copy to the Agent) from time to time, which demand shall set forth in reasonable detail the basis for requesting such amount, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense actually incurred by it as a result of any payment or prepayment of any Loan on a day other than the Maturity Date.

ARTICLE III

Taxes

SECTION 3.01. Taxes.

(a) Any and all payments by the Borrower hereunder or under any other Loan Document shall be made, in accordance with this Agreement, free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings imposed by the United Kingdom (including any political subdivision or taxing authority thereof), to the extent such items are in the nature of taxes, and all liabilities with respect thereto (all such imposts, deductions, charges or withholdings and liabilities with respect thereto being hereinafter referred to as "Taxes") save as required by law. If the Borrower shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder or under any other Loan Document to the Agent or any Lender, (i) the sum payable under this Agreement shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this provision) the Agent or such Lender receives an amount equal to the sum it would have received had no such deductions been made, and (ii) the full amount deducted shall be payable by the Borrower to the relevant taxation authority or other authority in accordance with applicable law and such amount paid to the relevant taxing authority. Within 30 days of making any such deduction or withholding for or on account of Taxes or any payment required in connection with such deduction or withholding, the Borrower shall deliver to the relevant Agent or Lender evidence reasonably satisfactory to that Agent or lender that the deduction or withholding for or on account of Taxes has been made or (as applicable) any appropriate payment paid to the relevant taxing or other authority. (b) In addition to the payment of Taxes as set forth in Section 3.01(a) above, the Borrower shall be obligated to pay any present or future stamp or documentary taxes, or recording or filing charges or taxes, or any other value added, excise or property taxes, charges or similar levies which arise from payment under any Loan Document or from the execution, delivery or registration of, recording or filing of, or otherwise with respect to, this Agreement or any other Loan Document (but not any assignment of the foregoing or any execution, delivery registration, recording or filing of such instrument) (hereinafter referred to as "Other Taxes"); provided, however, that Other Taxes shall not include (i) taxes imposed on the income of the Agent or any Lender by the United Kingdom (including any political subdivision or taxing authority thereof) or (ii) other taxes, charges, penalties or interest arising as a direct result of the failure by the Agent or any

Lender to comply with applicable tax laws, rules or regulations in each case the payment of which shall be solely the responsibility of the Agent and the Lenders.

(b) The Borrower will indemnify the Agent and each Lender for the full amount of (i) Taxes or Other Taxes on amounts payable under this Agreement which are paid by the Agent or any Lender (excluding, for the avoidance of doubt taxes imposed on the net income of the Agent or any Lender) and (ii) any liability (including penalties, interest and expenses) arising therefrom or with respect thereto. The Agent and each Lender, as applicable, shall notify the Borrower of any such Taxes, Other Taxes or other liability promptly upon, but in any event within ninety (90) days of, learning of such Taxes or Other Taxes or other liability. This indemnification shall be made within thirty (30) days from the date the Agent or such Lender makes written demand therefor, which demand shall set forth the amount paid, the basis therefor and the taxing authority paid. If the Agent or any Lender obtains a refund of any Taxes, Other Taxes or liabilities as to which the Borrower indemnified the Agent or such Lender, the Agent or such Lender, as applicable, shall reimburse the Borrower such amount within thirty (30) days from the date of such final resolution.

(c) Each party hereto 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 hereto 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.

(d) Each Lender shall confirm whether it is entitled to receive payments under the Loan Documents free from withholding under FATCA and shall provide any documentation, forms and other information relating to its status under FATCA or any similar law, regulation or exchange of information regime reasonably requested by the Agent or the Borrower sufficient for the Agent and the Borrower to comply with their obligations under FATCA and to determine whether such Lender has complied with such applicable reporting requirements.

SECTION 3.02. Survival. All of the Borrower's obligations under this Article III shall survive termination of the Commitments and repayment of all other Obligations hereunder.

ARTICLE IV

Conditions Precedent to Borrowings

SECTION 4.01. Conditions to Borrowing. The obligation of each Lender to make its Pro Rata Share of the Loans available to the Borrower are subject only to the following conditions precedent:

(a) The Agent's receipt of a copy of the following documents, in each case in respect of the Borrower, (i) its constitutional documents, (ii) a resolution of its board of directors and (iii) a specimen signature of each person authorized by the resolution referred to in clause (a)(ii) above;

(b) The Agent's receipt of (i) an opinion from Ropes & Gray International LLP, New York counsel to the Borrower, in form and substance reasonably satisfactory to the Agent, and (ii) an opinion from Ropes & Gray International LLP, English legal counsel to the Borrower, in form and substance reasonably satisfactory to the Agent;

(c) The Scheme Effective Date shall have occurred;

(d) Notwithstanding anything to the contrary in this Agreement, only the representations and warranties of the Borrower (solely in respect of itself) contained in Sections 5.01(a) to (c) (inclusive), Section 5.02, Section 5.04(a) and Section 5.06, in each case, of Article V shall be true and correct in all material respects on and as of the Closing Date; *provided* that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; *provided, further* that, any representation and warranty that is qualified by a “material” standard, a “Material Adverse Effect” standard or similar other standard shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates;

(e) No Certain Funds Default shall exist or would result from the Borrowing of the Loans or from the application of the proceeds therefrom;

(f) The Agent shall have received a Committed Loan Notice in accordance with the requirements hereof;

(g) The Agent shall have received a copy of the Interim Facility Fee Letter and the Commitment Letter, in each case, entered into by the Borrower; and

(h) It shall not be unlawful in any applicable jurisdiction for that Lender to perform its obligations to lend its participation of any Loan.

SECTION 4.02. Certain Funds. During the Certain Funds Period (save in respect of a Lender in circumstances where, pursuant to Section 4.01(h), that Lender is not obliged to comply with Section 2.01), and notwithstanding (i) any provision to the contrary in the Loan Documents or otherwise or (ii) that any condition set out in Section 4.01 may subsequently be determined to not have been satisfied or that any representation given was incorrect, none of the Lenders nor the Agent shall, unless a Certain Funds Default has occurred and is then continuing be entitled to:

(a) cancel any of its Commitments to the extent to do so would prevent or limit the making of a Loan;

(b) rescind, terminate or cancel the Loan Documents or the Commitments or exercise any similar right or remedy or make or enforce any claim under the Loan Documents it may have to the extent to do so would prevent, delay or limit the making of a Loan;

(c) declare any Loan due and payable or payable on demand or require any repayment or prepayment;

(d) prevent or limit the making of any Loan, whether by cancellation, rescission or termination of the Commitments;

(e) other than where the notification has not yet been made by the Agent pursuant to section 2.02(a), refuse to participate in the making of a Loan;

(f) exercise any right of set-off or counterclaim or similar right or remedy in respect of a Loan to the extent to do so would prevent, delay or limit the making of a Loan or prevent a Loan from remaining outstanding; or

(g) cancel, accelerate or cause repayment or prepayment of any amounts owing under any Loan Document to the extent to do so would prevent, limit or delay the making of a Loan or prevent a Loan from remaining outstanding;

provided, that immediately upon the expiry of the Certain Funds Period, subject to the express provisions of the Loan Documents, all such rights, remedies and entitlements shall be available to the

Lenders and the Agent notwithstanding that they may not have been used or been available for the use during the Certain Funds Period.

ARTICLE V

Representations and Warranties

Each Loan Party (and the Borrower on behalf of each other Loan Party) represents and warrants to the Agent and the Lenders, on the date of this Agreement, on the Closing Date and on the date that each Collateral Document is entered into (or otherwise on such date as specified in this Section 5.01), with effect as though made on and as of such date except to the extent such representations and warranties expressly relate to an earlier date, that:

SECTION 5.01. Existence, Authorization and Power; Compliance with Laws. Each Loan Party (a) is duly incorporated and validly existing under the laws of England and Wales, (b) has all requisite corporate power and authority to execute, deliver and perform its obligations under the Loan Documents to which it is party, (c) has all requisite corporate power to own and operate its assets and to carry on its business as now conducted and proposed to be conducted, (d) is in compliance with all applicable Laws, orders, writs, injunctions and orders, and (e) has all requisite governmental licenses, authorizations, consents and approvals to operate its business as currently conducted; except in each case referred to in clauses (c), (d) and (e) to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect.

SECTION 5.02. Authorization. The execution, delivery and performance by each Loan Party of each Loan Document to which it is party has been duly authorized by all necessary corporate action taken prior to the Closing Date.

SECTION 5.03. No Default. No Loan Party is in violation or default of (a) any term of its memorandum and articles of association, (b) any term of any Contractual Obligation to which it is a party or affecting its or the properties of such Loan Party, (c) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which it or its property is subject; or (d) any applicable Law, except with respect to any violation referred to in clauses (b), (c) and (d), to the extent that such violation would not reasonably be expected to have a Material Adverse Effect.

SECTION 5.04. Execution and Delivery. The execution, delivery and performance by each Loan Party of each Loan Document to which it is party will not (a) contravene the terms of the its memorandum and articles of association, (b) result in any breach or contravention of, or the creation of any Lien upon any of the property or assets of a Loan Party under (i) any Contractual Obligation to which it is a party or affecting it or the properties of such Loan Party or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which it or its property is subject; or (c) violate any applicable Law; except with respect to any breach, contravention or violation (but not creation of Liens) referred to in clauses (b) and (c), to the extent that such breach, contravention or violation would not reasonably be expected to have a Material Adverse Effect.

SECTION 5.05. Governmental Authorization. No material approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority is necessary or required in connection with the execution, delivery or performance by a Loan Party of this Agreement or any other Loan Document, except for (i) the approvals, consents, exemptions, authorizations, actions, notices and filings that have been duly obtained, taken, given or made and are in full force and effect, and (ii) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make would not reasonably be expected to have a Material Adverse Effect.

SECTION 5.06. Binding Effect. This Agreement and each other Loan Document has been duly executed and delivered by the relevant Loan Party thereto. This Agreement and each other Loan

Document constitutes a legal, valid and binding obligation of the Loan Party that is party to such document, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity and principles of good faith and fair dealing.

SECTION 5.07. Margin Regulations. No Loan Party is engaged nor will it engage, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock, and no proceeds of any Borrowing will be used for any purpose that violates Regulation U, T and X of the Board.

SECTION 5.08. Disclosure. No report, financial statement, certificate or other written information furnished by or on behalf of a Loan Party (other than projected financial information, pro forma financial information and information of a general economic or industry nature or in respect of the Target Group) to the Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or any other Loan Document (as modified or supplemented by other information so furnished) when taken as a whole contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein (when taken as a whole), in the light of the circumstances under which they were made, not materially misleading. With respect to projected financial information and pro forma financial information, each Loan Party represents that such information was prepared in good faith based upon assumptions believed to be reasonable at the time of preparation; it being understood that such projections may vary from actual results and that such variances may be material.

SECTION 5.09. Share Charge. On the date of the Share Charge, the immediate holding company of the Borrower represents and warrants to each Lender that the Equity Interests it holds in the Borrower are fully paid and the Borrower's constitutional documents do not contain any restriction on the transfer or registration of transfer of such Equity Interests.

SECTION 5.10. Investment Company Act. No Loan Party is registered (nor is it required to register) as an "investment company" under the Investment Company Act of 1940.

SECTION 5.11. USA Patriot Act, Anti-Corruption Laws and Sanctions.

(a) To the extent applicable, each Loan Party is in compliance, in all material respects, with (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto and (ii) the USA Patriot Act.

(b) (i) No part of the proceeds of the Loans will be used directly or, to the knowledge of a Loan Party, indirectly, (A) for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended (the "FCPA") or (B) except as would not reasonably be expected to have a Material Adverse Effect, in violation of any other Anti-Corruption Laws and (ii) the Loan Party and, to the knowledge of a Loan Party, its directors, officers and employees, are currently in compliance with (A) the FCPA in all material respects and (B) except as would not reasonably be expected to have a Material Adverse Effect, any other Anti-Corruption Laws.

(c) (i) No Loan Party will directly or, to its knowledge, indirectly, use the proceeds of the Loans in violation of applicable Sanctions or otherwise knowingly make available such proceeds to any Person for the purpose of financing the activities of any Sanctioned Person, except to the extent licensed, exempted or otherwise approved by a competent governmental body responsible for

enforcing such Sanctions, (ii) no Loan Party is and, to its knowledge, none of its directors, officers, employees or any controlled Affiliate of a Loan Party that will act in any capacity in connection with or benefit from the Facility, is a Sanctioned Person, and (iii) no Loan Party is and, to its knowledge, none of its directors, officers or employees are in violation of applicable Sanctions in any material respect.

SECTION 5.12. Security Interests. Except as otherwise contemplated under any Loan Document, the provisions of the Collateral Document, together with such filings and other actions required to be taken hereby or in connection with the Collateral Document (including the delivery to the Agent of any stock transfer forms or share certificates) are effective to create in favor of the Agent for the benefit of the Lenders, subject to the Permitted Liens, a legal, valid (subject to insolvency and creditors' rights generally) and enforceable Lien on all right, title and interest of the respective Security Provider over the assets subject to security (and the proceeds thereof) pursuant to the Collateral Document.

SECTION 5.13. Share Charge. As of the date of the Share Charge, all of the outstanding Equity Interests owned by the holding company of the Borrower in the Borrower have been validly issued and are fully paid and all such Equity Interests are owned free and clear of all Liens except (i) those created under the Collateral Documents and (ii) any Lien that is permitted under Section 7.01; and (iii) any Lien contained in the constitutional documents of the Borrower, provided that such Lien is removed prior to the date of the Share Charge.

ARTICLE VI

Affirmative Covenants

So long as any Lender shall have any Commitment hereunder or any Loans or other Obligation hereunder shall remain outstanding, unpaid or unsatisfied, each Loan Party shall:

SECTION 6.01. Governmental Approvals. Promptly obtain and maintain any and all authorizations, consents, approvals, licenses, franchises, concessions, leases, rulings, permits, certifications, exemptions, filings or registrations by or with any Governmental Authority material and necessary for such Loan Party to conduct its business and own (or lease) its properties or to execute, deliver and perform this Agreement or any other Loan Document to the extent that failure to do so is reasonably likely to have a Material Adverse Effect.

SECTION 6.02. Compliance with Laws. Comply in all respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except if the failure to comply therewith would not have or could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

SECTION 6.03. Notice of Default. So long as any amount payable hereunder shall remain unpaid, notify the Agent promptly upon becoming aware of any Event of Default, setting forth the details of such event and the action which is proposed to be taken by a Loan Party with respect thereto.

SECTION 6.04. Subordinated Funding. Any Subordinated Funding shall, within 10 Business Days following the date it is made available, be subject to security in a form acceptable to the Agent (acting reasonably).

SECTION 6.05. Borrower loans. Any loans made available by the Borrower to the Target shall, within 10 Business Days following the date on which such loan is made available, be subject to security in a form acceptable to the Agent (acting reasonably).

SECTION 6.06. Further Assurance. Promptly upon reasonable request by the Agent (i) correct any material defect or error that may be discovered in the execution, acknowledgment, filing or recordation of the Collateral Document or other document or instrument relating thereto, (ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Agent may reasonably request from time to time in order to carry out more effectively the purposes of the Collateral Document, to the extent required pursuant to the Collateral Document.

SECTION 6.07. Reregistration to a Private Company. Following the Scheme Effective Date, the Borrower shall use, to the extent permissible by applicable law, all commercially reasonable endeavors to reregister the Target as a private limited company.

ARTICLE VII

Negative Covenants

So long as any Lender shall have any Commitment hereunder or any Loans or other Obligation hereunder shall remain outstanding, unpaid or unsatisfied, no Loan Party shall:

SECTION 7.01. Activities. Conduct, transact or otherwise engage in any business or operations, or undertake any other activity, other than (a) the incurrence of the Loans, the application of the proceeds thereof (including any payment made, directly or indirectly, in connection with the Acquisition) and the performance of this Agreement and the other Loan Documents, the Commitment Letter and any related document, (b) those activities that are directly or indirectly contemplated by the Acquisition, and/or the Structure Memorandum, (c) the maintenance of its legal existence, (d) the issuance of equity to its equity holders, the incurrence of any Subordinated Funding, in each case, including, without limitation, as contemplated under the Structure Memorandum, the execution and delivery of any related documentation and other activities and arrangements in connection therewith, (e) subscribing for and its ownership of the Equity Interests in its subsidiaries, and (f) any activities that are incidental to any of the foregoing clauses (a) through (e).

SECTION 7.02. Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than (a) Permitted Encumbrances, (b) Liens approved by the Required Lenders, and (c) Liens granted pursuant to the Loan Documents.

SECTION 7.03. Indebtedness. Create, incur, assume or suffer to exist any Indebtedness, other than (a) Indebtedness under the Loan Documents, the Commitment Letter and the Interim Facility Fee Letter, (b) any Indebtedness arising from obligations under or in connection with the Acquisition or contemplated by the Structure Memorandum, (c) Subordinated Funding, and (d) Indebtedness approved by the Required Lenders.

SECTION 7.04. Fundamental Changes. Except, in each case, as approved by the Required Lenders or as contemplated by the Structure Memorandum, (a) merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or liquidate or dissolve or (b) sell, transfer or otherwise dispose of all or substantially all of the assets of a Loan Party (whether in one transaction or successive transactions) to any other Person.

ARTICLE VIII

Events of Default and Remedies

SECTION 8.01. Events of Default. Each of the events referred to in clauses (a) through (h) of this Section 8.01 shall constitute an “**Event of Default**”:

(a) *Non-Payment.* A Loan Party fails to pay (i) within three Business Days after required to be paid herein, any amount of principal of the Loans, or (ii) within five Business Days after the same becomes due, any interest on the Loans or any other amount payable hereunder or with respect to any other Loan Document; or

(b) *Specific Covenants.* A Loan Party fails to perform or observe any term, covenant or agreement contained in Article VII; or

(c) *Other Defaults.* A Loan Party fails to perform or observe any other covenant or agreement (not specified in Section 8.01(a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for thirty (30) days after receipt by such Loan Party of written notice thereof from the Agent; or

(d) *Representations and Warranties.* Any representation, warranty, certification or statement of fact made or deemed made by a Loan Party herein, in any other Loan Document, or in any document required to be delivered in connection herewith or therewith shall be untrue in any material respect when made or deemed made; or

(e) *Cross-Default.* A Loan Party (i) fails to make any payment beyond the applicable grace period, if any, whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise, in respect of any Indebtedness (other than Indebtedness hereunder) having an aggregate principal amount (individually or in the aggregate with all other Indebtedness as to which such a failure shall exist and including undrawn committed or available amounts under such Indebtedness) of £10,000,000 or more, or (ii) fails to observe or perform any other agreement or condition relating to any such Indebtedness, or any other event occurs, the effect of which default or other event is to cause, such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity; or

(f) *Insolvency Proceedings, Etc.* A Loan Party institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or a Loan Party applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver or similar officer in any jurisdiction is appointed without the application or consent of a Loan Party and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any proceeding under any Debtor Relief Law relating to a Loan Party or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for sixty (60) calendar days, or an order for relief is entered in any such proceeding; or

(g) *Judgments.* There is entered against a Loan Party (i) one or more final judgments or orders for the payment of money in an aggregate amount exceeding £10,000,000 (to the extent not covered by independent third-party insurance as to which the insurer has been notified of such judgments or orders and has not denied or failed to acknowledge coverage thereof) or (ii) any one or more non-monetary final judgments that have, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and, in either case, such judgment remains unsatisfied and unstayed for a period of thirty consecutive days; or

(h) *Invalidity of Loan Documents.* Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or as a result of acts or omissions by the Agent or any Lender or the satisfaction in full of all the Obligations (other than contingent indemnification or reimbursement obligations), ceases to be in full force and effect; or a Loan Party contests in writing the validity or enforceability of any provision of any Loan Document or, after the Security Effective Date, the validity or priority of a Lien

as required by the Collateral Document in respect of an asset secured thereby; or a Loan Party denies in writing that it has any or further liability or obligation under any Loan Document (other than as a result of repayment in full of the Obligations (other than contingent indemnification or reimbursement obligations) and termination of the Commitments), or purports in writing to revoke or rescind any Loan Document.

(i) *Failure to grant the Share Charge.* The Share Charge is not entered into by the immediate holding company of the Borrower by the date falling 5 Business Days following the Closing Date.

(j) *Security.* Following the Security Effective Date, any Collateral Document for any reason (other than pursuant to the terms hereof or thereof including as a result of a transaction not prohibited under this Agreement) ceases to create a legal, valid and (subject to insolvency and creditors' rights generally) enforceable Lien, on and security interest in, any material portion of the assets purported to be covered thereby, subject to Permitted Liens.

SECTION 8.02. Remedies upon Event of Default. Subject to Section 4.02, if any Event of Default occurs and is continuing, the Required Lenders may, take any or all of the following actions:

(a) declare Commitments of each Lender to be terminated, whereupon such Commitments shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower; and

(c) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents or applicable Law;

provided that, subject to Section 4.02, upon the occurrence of an actual or deemed entry of an order for relief with respect to a Loan Party under the Debtor Relief Laws of the United States, the Commitments of each Lender shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable without further act of any Lender.

SECTION 8.03. Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable), any amounts received on account of the Obligations shall be applied by the Agent in the following order:

First, to payment of that portion of the Obligations constituting reasonable fees, indemnities, expenses and other amounts (other than principal and interest, but including Attorney Costs payable under Section 10.04 and amounts payable under Article III) payable to the Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting indemnities and other amounts (other than principal and interest) payable to the Lenders (including Attorney Costs payable under Section 10.04 and amounts payable under Article III), ratably among them in proportion to the amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Loans, ratably among the Lenders in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans ratably among the Lenders in proportion to the respective amounts described in this clause Fourth held by them;

Fifth, to the payment of all other Obligations of the Loan Parties that are due and payable to the Agent and the Lenders on such date, ratably based upon the respective aggregate amounts of all such Obligations owing to the Agent and the Lenders on such date; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by Law.

ARTICLE IX

Agent

SECTION 9.01. Appointment and Authorization of the Agent.

(a) Each Lender hereby irrevocably appoints, designates and authorizes the Agent to act as the “administrative agent” for purposes of the Loan Documents and to take such other action on its behalf in accordance with the provisions of this Agreement and each other Loan Document and to exercise such powers and perform such duties, in each case as are expressly delegated to the Agent by the terms of this Agreement or any other Loan Document, together with such powers and discretion as are reasonably incidental thereto. Notwithstanding any provision to the contrary contained elsewhere herein or in any other Loan Document, the Agent shall have no duties or responsibilities, except those expressly set forth herein, nor shall the Agent have or be deemed to have any fiduciary relationship with any Lender or participant, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Agent. Without limiting the generality of the foregoing sentence, the use of the term “agent” herein and in the other Loan Documents with reference to the Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead, such term is used merely as a matter of market custom and is intended to create or reflect only an administrative relationship between independent contracting parties.

(b) The Agent shall also act as the “collateral agent” under the Loan Documents, and each of the Lenders hereby appoints and authorizes the Agent to act as the agent of such Lender for the purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any Loan Party to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Agent, as “collateral agent”, for the purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Agent, shall be entitled to the benefits of all provisions of this Article IX and Article X as if set forth in full herein with respect thereto. Without limiting the generality of the foregoing, the Lenders hereby expressly authorize the Agent to execute any and all documents (including releases) with respect to the Collateral and the rights of the Agent and the Lenders with respect thereto, as contemplated by and in accordance with the provisions of this Agreement and the Collateral Documents and acknowledge and agree that any such action by the Agent shall bind the Lenders.

SECTION 9.02. Liability of Agents. No Agent-Related Person shall (a) be liable for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby, or (b) be responsible in any manner to any Lender for any recital, statement, representation or warranty made by a Loan Party or any officer thereof, contained herein or in any other Loan Document, or in any certificate, report, statement or other document referred to or provided for in, or received by the Agent under or in connection with,

this Agreement or any other Loan Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document, or for any failure of a Loan Party or any other party (other than Agent) to any Loan Document to perform its obligations hereunder or thereunder, except, in each case an Agent-Related Person may be liable for any liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses or disbursements of the Lenders that resulted from the gross negligence or willful misconduct of such Agent-Related Person, as determined by a court of competent jurisdiction in a final and non-appealable judgment. No Agent-Related Person shall be under any obligation to any Lender or participant to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of a Loan Party or any Affiliate thereof.

SECTION 9.03. Reliance by the Agent. The Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, consent, certificate, affidavit, letter, telegram, facsimile, telex or telephone message, electronic mail message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to the Borrower), independent accountants and other experts selected by the Agent. The Agent shall be fully justified in failing or refusing to take any action under any Loan Document unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate and, if it so requests, it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. The Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders (or such greater number of Lenders as may be expressly required hereby in any instance) and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders; *provided* that the Agent shall not be required to take any action that, in its opinion or in the opinion of its counsel, may expose the Agent to liability or that is contrary to any Loan Document or applicable Law.

SECTION 9.04. Notice of Default. The Agent shall not be deemed to have knowledge or notice of the occurrence of any Default, unless the Agent shall have received written notice from a Lender referring to this Agreement, describing such Default and stating that such notice is a “notice of default.” The Agent shall take such action with respect to any Event of Default as may be directed by the Required Lenders in accordance with Article VIII; *provided* that unless and until the Agent has received any such direction, the Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Event of Default as it shall deem advisable or in the best interest of the Lenders.

SECTION 9.05. Indemnification of Agent. To the extent not reimbursed by or on behalf of the Borrower and without limiting the obligation of the Borrower to do so, the Lenders shall indemnify and hold harmless the Agent and each other Agent-Related Person from and against any and all Indemnified Liabilities incurred by it. The indemnification obligations of the Lenders under this Section shall be several and based on each such Lender's Pro Rata Share of the Facility. In the case of any investigation, litigation or proceeding giving rise to any Indemnified Liabilities, this Section 9.05 applies whether any such investigation, litigation or proceeding is brought by any Lender or any other Person. Without limitation of the foregoing, each Lender severally agrees to reimburse the Agent upon demand for its ratable share (based on such Lender's Pro Rata Share of the Facility) of any costs or out-of-pocket expenses (including Attorney Costs) incurred by the Agent in connection with the administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to herein, to the extent that the Agent is not reimbursed for such expenses by or on behalf of the Borrower, *provided* that such reimbursement by the Lenders shall not affect the Borrower's continuing reimbursement obligations with respect thereto. Notwithstanding the foregoing provisions of this Section, the

indemnity provided by the Lenders in this Section shall not be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction in a final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of the Agent. The undertaking in this Section 10.05 shall survive termination of the Commitments, the payment of all other Obligations and the resignation of the Agent.

SECTION 9.06. Replacement of Agent.

The Borrower shall have the right in its absolute discretion and upon 10 days' notice to the Agent ("**Existing Agent**"), to require the Agent to resign and to appoint a successor agent to act as administrative agent and collateral agent without requiring the consent of any other party. The resignation of the Existing Agent will not be effective until a successor agent has been appointed.

ARTICLE X

Miscellaneous

SECTION 10.01. Amendments, Etc.

(a) In general, except as otherwise set forth in this Section 10.01 or elsewhere in this Agreement, no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower shall be effective unless in writing signed by the Required Lenders and the Borrower, as the case may be, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; *provided* that, no such amendment, waiver or consent shall:

(b) extend or increase the Commitment of any Lender without the written consent of such Lender (it being understood that a waiver of any condition precedent set forth in Section 4.01 shall constitute an extension or increase of any Commitment of any Lender);

(c) postpone any date scheduled for, or reduce the amount of, any payment of principal or interest under Section 2.05 without the written consent of each Lender directly affected thereby;

(d) reduce the principal of, or the rate of interest specified herein on, the Loans or any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender directly affected thereby; *provided* that, only the consent of the Required Lenders shall be necessary to amend the definition of "Default Rate" or to waive any obligation of the Borrower to pay interest at the Default Rate;

(e) change any provision of this Section 10.01, the definition of "Required Lenders" or "Pro Rata Share" without the written consent of each Lender affected thereby; or

(f) change (i) Section 2.08(c) or Section 2.08(d) or Section 8.03 in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender;

and *provided further* that no amendment, waiver or consent shall, unless in writing and signed by the Agent in addition to the Lenders required above, affect the rights or duties of, or any fees or other amounts payable to, the Agent under this Agreement or any other Loan Document.

SECTION 10.02. Notices and Other Communications; Facsimile Copies.

(a) *General.* Unless otherwise expressly provided herein, all notices and other communications provided for hereunder or under any other Loan Document shall be in writing (including by facsimile transmission). All such written notices shall be mailed, faxed or delivered to the applicable address, facsimile number or electronic mail address of such party as set forth on

Schedule 2 or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the other parties. All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (i) actual receipt by the relevant party hereto and (ii) (A) if delivered by hand or by courier, when signed for by or on behalf of the relevant party hereto; (B) if delivered by mail, five (5) Business Days after deposit in the mails, postage prepaid; (C) if delivered by facsimile, when sent and receipt has been confirmed by telephone; and (D) if delivered by electronic mail, when delivered; *provided* that notices and other communications to the Lenders pursuant to Article II shall not be effective until actually received by the Agent.

(b) *Effectiveness of Facsimile Documents and Signatures.* Loan Documents may be transmitted and/or signed by facsimile or other electronic communication. The effectiveness of any such documents and signatures shall, subject to applicable Law, have the same force and effect as manually signed originals and shall be binding on the Borrower, the Agent and the Lenders.

(c) *Reliance by Agents and Lenders.* The Agent and the Lenders shall be entitled to rely and act upon any notices purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify each Agent-Related Person and each Lender from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower in the absence of gross negligence or willful misconduct, as determined by a court of competent jurisdiction in a final and non-appealable judgment.

SECTION 10.03. No Waiver; Cumulative Remedies. No failure by any Lender or the Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law.

SECTION 10.04. Costs and Expenses. The Borrower agrees (a) to pay or reimburse the Agent and the Lenders for all reasonable and documented out-of-pocket costs and expenses incurred in connection with the preparation, negotiation and execution, delivery and administration of this Agreement and the other Loan Documents and any amendment, waiver, consent or other modification of the provisions hereof and thereof (whether or not the transactions contemplated thereby are consummated), and the consummation and administration of the transactions contemplated hereby and thereby, including all Attorney Costs and (b) to pay or reimburse the Agent and the Lenders for all reasonable and documented out-of-pocket costs and expenses incurred in connection with the enforcement or protection of any rights or remedies under this Agreement or the other Loan Documents (including all such costs and expenses incurred during any legal proceeding, including any proceeding under any Debtor Relief Law, and including all Attorney Costs). The agreements in this Section 10.04 shall survive the termination of the Commitments and repayment of all other Obligations. All amounts due under this Section 10.04 shall be paid promptly following receipt by the Borrower of an invoice relating thereto setting forth such expenses in reasonable detail. Notwithstanding the foregoing, all legal fees and expenses of the legal counsel of the Lenders incurred in connection with the negotiation, preparation or execution of this Agreement shall be borne by the Lenders.

SECTION 10.05. Indemnification by the Borrower. The Borrower shall indemnify and hold harmless the Agent, each Lender and their respective general and limited partners, Affiliates (other than the Borrower), directors, officers, employees, agents, trustees or advisors (collectively the “**Indemnitees**”) from and against any and all liabilities, obligations, losses, damages, penalties,

claims, demands, actions, judgments, suits, costs, expenses and disbursements (including Attorney Costs) of any kind or nature whatsoever which may at any time be imposed on, incurred by or asserted against any such Indemnitee in any way relating to or arising out of or in connection with (a) the execution, delivery, enforcement, performance or administration of any Loan Document or any other agreement, letter or instrument delivered in connection with the transactions contemplated thereby or the consummation of the transactions contemplated thereby, (b) any Commitment, Loan or the use or proposed use of the proceeds therefrom, or (c) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory (including any investigation of, preparation for, or defense of any pending or threatened claim, investigation, litigation or proceeding) and regardless of whether any Indemnitee is a party thereto (all the foregoing, collectively, the “**Indemnified Liabilities**”); *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses or disbursements resulted from the gross negligence or willful misconduct of such Agent, each Lender and their respective Affiliates (other than the Borrower), directors, officers, employees, agents, trustees or advisors, as applicable, as determined by a court of competent jurisdiction in a final and non-appealable judgment. No Indemnitee will have any liability for any special, punitive, indirect or consequential damages relating to this Agreement or any other Loan Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date). The agreements in this Section 10.05 shall survive the resignation of the Agent, the replacement of any Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all the other Obligations.

SECTION 10.06. Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to Agent or any Lender, or Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by such Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to the Agent upon demand its applicable share of any amount so recovered from or repaid by the Agent.

SECTION 10.07. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or transfer any of its rights or obligations hereunder and any Lender may only assign or otherwise transfer any of its rights and obligations hereunder: (a) with the consent of the Borrower; (b) at any time after a Certain Funds Default which is continuing; or (c) at any time after the expiry of the Certain Funds Period with the consent of the Borrower, provided that such consent shall not be required if (i) an Event of Default is continuing or (ii) the transfer or assignment is to an Affiliate of such Lender..

SECTION 10.08. Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the “**Maximum Rate**”). If any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

SECTION 10.09. Counterparts. This Agreement and each other Loan Document may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telefacsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement and each other Loan Document shall be effective as delivery of an original executed counterpart of this Agreement and such other Loan Document.

SECTION 10.10. Integration. This Agreement, together with the other Loan Documents, comprises the complete and integrated agreement of the parties on the subject matter hereof and thereof and supersedes all prior agreements, written or oral, on such subject matter. In the event of any conflict between the provisions of this Agreement and those of any other Loan Document, the provisions of this Agreement shall control.

SECTION 10.11. Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof, and shall continue in full force and effect as long as any Loan or any other Obligation (other than Obligations that are not accrued and payable) hereunder shall remain unpaid or unsatisfied.

SECTION 10.12. Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 10.13. Debt Syndication during the Certain Funds Period. Each of the Lenders and the Agent confirm that it is aware of the terms and requirements of Practice Statement No.25 (*Debt Syndication during Offer Periods*) issued by the Panel.

SECTION 10.14. GOVERNING LAW.

(a) THIS AGREEMENT AND EACH OTHER LOAN DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) ANY LEGAL ACTION OR PROCEEDING ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY (BOROUGH OF MANHATTAN) OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE AND ANY APPELLATE COURTS FROM ANY THEREOF, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, THE BORROWER, EACH AGENT AND EACH LENDER CONSENTS, IRREVOCABLY AND UNCONDITIONALLY, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS AND AGREES THAT IT WILL NOT COMMENCE OR SUPPORT ANY SUCH ACTION OR PROCEEDING IN ANOTHER JURISDICTION. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED HEREIN OR IN ANY OTHER LOAN DOCUMENT WILL PREVENT ANY LENDER OR THE AGENT FROM BRINGING ANY ACTION TO ENFORCE ANY AWARD OR JUDGMENT OR EXERCISE ANY RIGHT UNDER THE COLLATERAL DOCUMENTS OR AGAINST ANY COLLATERAL OR ANY OTHER PROPERTY OF THE BORROWER IN ANY OTHER FORUM IN WHICH JURISDICTION CAN BE ESTABLISHED. THE BORROWER, EACH AGENT AND EACH LENDER IRREVOCABLY WAIVES ANY OBJECTION,

INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER) IN SECTION 10.02. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

SECTION 10.15. WAIVER OF RIGHT TO TRIAL BY JURY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 10.15 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

SECTION 10.16. Binding Effect. This Agreement shall become effective when it shall have been executed by the Borrower, the Agent and the Lenders and thereafter shall be binding upon and inure to the benefit of the Borrower, the Agent and each Lender and their respective successors and assigns.

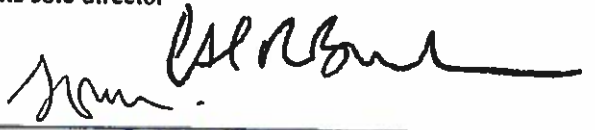
SECTION 10.17. Lender Action. Each Lender agrees that it shall not take or institute any actions or proceedings, judicial or otherwise, for any right or remedy against the Borrower under any of the Loan Documents (including the exercise of any right of setoff, rights on account of any banker's lien or similar claim or other rights of self-help), or institute any actions or proceedings, or otherwise commence any remedial procedures, with respect to any property of the Borrower, without the prior written consent of the Agent. Notwithstanding the foregoing, the right of any Lender to receive payment of principal of, or interest on, the Loans made by such Lender, on or after the respective due dates expressed in this Agreement, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Lender.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

LGE CORAL HOLDCO LIMITED
as Borrower

By: _____

as its sole director

By: 

Name: JEREMY AMANO + CHARLES BRACKS
Title: DIRECTORS

A handwritten signature in cursive script, appearing to read 'R. Tobon', is written above a horizontal dotted line.

Rafael Tobon, Director

for and on behalf of

The Bank of Nova Scotia

as Agent

A handwritten signature in black ink, appearing to read 'Rafael Tobon', is written over a horizontal dotted line.

Rafael Tobon, Director

for and on behalf of

The Bank of Nova Scotia

as Lender

A handwritten signature in black ink, appearing to read 'Toby Ali', written in a cursive style.

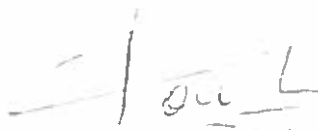
Toby Ali

Managing Director

for and on behalf of

Bank of America, N.A.

as Lender


.....
K. JOURDAN

for and on behalf of

BNP Paribas Fortis SA/NV

as Lender

Pme Ashi

for and on behalf of

Citibank NA London

as Lender

..........

BILL O'DALY
...AUTHORIZED SIGNATORY

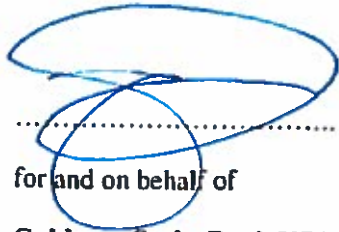
for and on behalf of

Credit Suisse AG, Cayman Islands Branch

as Lender



Karim Rahimtoola
Authorized Signatory

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a dotted line.

for and on behalf of
Goldman Sachs Bank USA
as Lender

**YASMINE BASSILI
MANAGING DIRECTOR**

Stephen M. Nettler

Managing Director



for and on behalf of

ING Capital LLC

as Lender

Valtin Gallani; Vice President
Valtin Gallani

for and on behalf of

ING Capital LLC

as Lender

James S. Wolfe

for and on behalf of

Royal Bank of Canada

as Lender

[FORM OF]
COMMITTED LOAN NOTICE

To: Agent

[Notice Information]

[Date]

Ladies and Gentlemen:

Reference is made to the Interim Credit Agreement dated as of [] (as amended, restated, supplemented or otherwise modified from time to time, the “**Interim Credit Agreement**”), among LGE Coral Holdco Limited as Borrower, The Bank of Nova Scotia, as Agent, and the several persons from time to time party thereto as Lenders. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Interim Credit Agreement.

The Borrower hereby requests a Borrowing of new Loans to be made on the terms set forth below:

- (A) Date of Borrowing
(which is a Business Day) _____
- (B) Principal amount _____
- I Remittance Instructions _____

LGE Coral Holdco Limited

By _____
Name:
Title:

[FORM OF]

NOTE

Date: []

FOR VALUE RECEIVED, the undersigned hereby promises to pay to [] or its registered assigns (the “**Lender**”), in accordance with the provisions of the Interim Credit Agreement (as hereinafter defined), £[], which amount represents the Loans made by the Lender to the Borrower on the date hereof under that certain Interim Credit Agreement, dated as of [] (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “**Interim Credit Agreement**”; the terms defined therein being used herein as therein defined), among LGE Coral Holdco Limited (the “**Borrower**”), The Bank of Nova Scotia, as Agent and each lender from time to time party thereto.

The Borrower promises to pay interest on the aggregate unpaid principal amount of the Loans made by the Lender to the Borrower under the Interim Credit Agreement from the date of such Loans until such principal amount is paid in full, at such interest rates and at such times as provided in the Interim Credit Agreement. All payments of principal and interest shall be made to the Lender in Sterling and in Same Day Funds. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Interim Credit Agreement.

This Note is one of the Notes referred to in the Interim Credit Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. Upon the occurrence and continuation of one or more of the Events of Default specified in the Interim Credit Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable all as provided in the Interim Credit Agreement.

Loans made by the Lender may be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Note and endorse thereon the date, amount and maturity of its Loans and payments with respect thereto, with copies of such schedules being provided to Borrower upon request.

The Borrower hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AS APPLIED TO AGREEMENTS AMONG NEW YORK RESIDENTS, MADE AND TO BE PERFORMED ENTIRELY WITHIN THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PRINCIPLES.

LGE Coral Holdco Limited,
as Borrower

By _____
Name:
Title:

SCHEDULE 1

Commitments

BNP Paribas Fortis SA/NV	£22,826,086.9565
The Bank of Nova Scotia	£22,826,086.9565
Royal Bank of Canada	£18,260,869.5652
Bank of America, N.A.	£15,217,391.3043
Citibank NA London	£15,217,391.3043
Credit Suisse AG, Cayman Islands Branch	£15,217,391.3043
Goldman Sachs Bank USA	£15,217,391.3043
ING Capital LLC	£15,217,391.3043
Total	£140,000,000

SCHEDULE 2

Notices

LENDERS

The Bank of Nova Scotia

With a copy to:

The Bank of Nova Scotia, London

201 Bishopsgate, 6th Floor
London, EC2M 3NS
FAO: Savi Rampat / Rory McCarthy

Email: savi.rampat@scotiabank.com / rory.mccarthy@scotiabank.com

Fax: +44 20 7826 5666

Bank of America, N.A.

With a copy to:

Bank of America, N.A.

2 King Edward Street
London
EC1A 1HQ
FAO: Atanas Dimov

Email: atanas.m.dimov@baml.com

Fax: +44 20 7996 8547

BNP Paribas Fortis SA/NV

With a copy to:

BNP Paribas Fortis SA/NV

Montagne du Parc
Warandeberg 3
1000 Brussels
Belgium

FAO: Guilhem Donnard, Guillaume Farges, Romain Bartoli, Valerie de Araujo, Laurence Desmarest

Email: guilhem.donnard@bnpparibas.com

Email: guillaume.farges@bnpparibasfortis.com

Email: romain.bartoli@bnpparibas.com

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Citibank NA London

With a copy to:

Citibank International Plc Poland Branch

on behalf of **Citibank NA London**

Loans Operations Department

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SCHEDULE 3

First Revolving Credit Facility Commitments

BNP Paribas Fortis SA/NV	USD 34,741,304.3478
The Bank of Nova Scotia	USD 34,741,304.3478
Royal Bank of Canada	USD 27,793,043.4783
Bank of America, N.A.	USD 23,160,869.5652
Citibank NA London	USD 23,160,869.5652
Credit Suisse AG, Cayman Islands Branch	USD 23,160,869.5652
Goldman Sachs Bank USA	USD 23,160,869.5652
ING Capital LLC	USD 23,160,869.5652
Total	USD 213,080,000.00
