



Registration of a Charge

Company Name: **CIP (V) NOMINEES LIMITED**

Company Number: **07817913**



XCVISEE9

Received for filing in Electronic Format on the: **26/01/2024**

Details of Charge

Date of creation: **24/01/2024**

Charge code: **0781 7913 0003**

Persons entitled: **HSBC PRIVATE BANK (SUISSE) SA, GUERNSEY BRANCH**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CADWALADER, WICKERSHAM & TAFT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7817913

Charge code: 0781 7913 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th January 2024 and created by CIP (V) NOMINEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th January 2024 .

Given at Companies House, Cardiff on 29th January 2024

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

24 January 2024

BETWEEN

The Fifth Fund CIP Investors

as Pledgors

AND

HSBC PRIVATE BANK (SUISSE) SA, GUERNSEY BRANCH

as Pledgee

AND

Fifth Cinven Fund FCP-SIF

acting through its management company **Cinven Manco S.à r.l.**

as Debtor

PLEDGE AGREEMENT OVER CLAIMS

Zaouni Law Firm & Associates ► LuatViet ► Fernanda Lopes & Associados ► Guevara & Gutierrez ► Paz Horowitz Abogados ► Sirote ► Adepetun Caxton-Martins Agbor & Segun ► Davis Brown ► East African Law Chambers ► For more information on the firms that have come together to form Dentons, go to [dentons.com/legacyfirms](https://www.dentons.com/legacyfirms)

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CONTENTS

1.	DEFINITIONS.....	3
2.	CREATION AND PERFECTION OF EACH PLEDGE	6
3.	RIGHTS OF DISPOSAL	6
4.	REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS.....	6
5.	COVENANTS	7
6.	EFFECTIVENESS OF EACH PLEDGE	8
7.	ADDITIONAL SECURITY.....	9
8.	ENFORCEMENT OF EACH PLEDGE	9
9.	COST AND EXPENSES.....	10
10.	POWER OF ATTORNEY.....	10
11.	DELEGATION BY THE PLEDGEE	11
12.	RELEASE	11
13.	AMENDMENTS AND WAIVER	11
14.	SEVERABILITY	12
15.	COUNTERPARTS.....	12
16.	NOTICES.....	12
17.	ASSIGNMENT	13
18.	DATA PROTECTION.....	13
19.	JURISDICTION.....	13
20.	GOVERNING LAW	13

THIS PLEDGE AGREEMENT OVER CLAIMS (THE “AGREEMENT”) is made on the date first written above

BETWEEN:

- (1) **The Fifth Fund CIP Investors**, being the Direct Holders and the Nominee Holders together with, in the case of each Nominee Holder, the Nominee (the “**Pledgors**” and each a “**Pledgor**”, which expression shall include each Pledgor’s successors and permitted assigns);

AND

- (2) **HSBC PRIVATE BANK (SUISSE) SA, GUERNSEY BRANCH** acting as lender under the Facility Agreements (as defined below) (the “**Pledgee**”);

AND

- (3) **Fifth Cinven Fund FCP-SIF**, a *fond commun de placement – fonds d’investissement spécialisé* established and existing under laws of the Grand Duchy of Luxembourg, having its registered office at 8, rue Lou Hemmer, L-1748 Senningerberg and registered with the Luxembourg Register of commerce and companies (*Registre de Commerce et des Sociétés Luxembourg*) under number K949, acting through its management company **Cinven Manco S.à r.l.**, a *société à responsabilité limitée*, incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 8, rue Lou Hemmer, L-1748 Senningerberg and registered with the Luxembourg Register of commerce and companies (*Registre de Commerce et des Sociétés Luxembourg*) under number B 163645, (the “**Debtor**”).

WHEREAS:

- A. By the Facility Agreements (as defined below), the Pledgee as lender under each Facility Agreement has agreed to make available to each Borrower (as defined in the respective Facility Agreement) a revolving credit facility (the “**Facility**”) on the terms and conditions set out in the respective Facility Agreement.
- B. It is a condition precedent under the Facility Agreements that each Pledgor pledges to the Pledgee its Pledged Assets (as defined below) in accordance with the terms of this Agreement, in order to secure the Secured Liabilities (as defined below).

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

- 1.1. Unless the context otherwise requires or unless otherwise defined in this Agreement, words and expressions defined in the Facility Agreements will have the same meaning when used in this Agreement. In addition, the following definitions will apply:

Acceleration Event means the service by the Lender of a notice with respect to a Borrower pursuant to and in accordance with Clause 27.3 (*Acceleration*) of the relevant Facility Agreement.

Carry Distributions means all carry distributions received or receivable by a Pledgor on or from the date of this Agreement in accordance with the provisions of the Management Regulations.

Class B Units has the meaning ascribed to such term under Clause 7.1.2. of the Management Regulations.

Co-Invest Distributions means all co-investment distributions received or receivable by a Pledgor in accordance with the provisions of the Management Regulations.

Data Protection Laws means collectively (i) the Luxembourg Act of 1st August 2018 concerning the organisation of the *Commission nationale pour la protection des données* and the GDPR, and (ii) the Regulation (EU) 2016/649 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, i.e the "GDPR" (General Data Protection Regulation).

Direct Holder means a Unitholder that has subscribed for Class B Units in the Fifth Cinven Fund FCP-SIF directly, in its own name, and that is party to this Agreement.

Discharge Date means:

- (a) with respect to a Holder, the date on which the Pledgee has confirmed in writing that (i) that Holder has no commitment or liability, whether present or future, actual or contingent, under the Facility, and (ii) that the Secured Liabilities of that Holder have been unconditionally and irrevocably paid and discharged in full; and
- (b) with respect to the Nominee in relation to the Pledge it has granted in respect of the Pledged Assets that it holds on behalf of a Nominee Holder, the date on which the Pledgee has confirmed in writing to the relevant Nominee Holder (i) that Nominee Holder has no commitment or liability, whether present or future, actual or contingent, under the Facility and (ii) that the Secured Liabilities of that Nominee Holder have been unconditionally and irrevocably paid and discharged in full.

Facility Agreements means the facility agreements listed in Schedule 2 (as amended, restated, supplemented and/or replaced from time to time).

Fifth Fund CIP Investors means the Nominee and the Holders.

Finance Documents has the meaning ascribed to such term under the Facility Agreements.

Financial Collateral Law means the Luxembourg law of 5 August 2005 on financial collateral arrangements, as amended.

Holder means a Direct Holder or a Nominee Holder.

Insolvency Regulation means the Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast).

Management Regulations means the management regulations related to the Debtor dated 14 July 2021, as amended from time to time.

Nominee means SP Nominees (V) Limited, a limited liability company incorporated in England with company number 07817908 whose registered office is at 21 St James's Square, London, United Kingdom, SW1Y 4JZ and/or CIP (V) Nominees Limited, a limited liability company incorporated in England with company number 07817913 whose registered office is at 21 St James's Square, London, United Kingdom, SW1Y 4JZ.

Nominee Holder means a person or entity in respect of whom the Nominee holds its interest as a Unitholder who has subscribed for Class B Units in the Fifth Cinven Fund FCP-SIF and that is a party to this Agreement.

Pledge means, with respect to a Pledgor, the first ranking pledge (*gage de premier rang*) created pursuant to Clause 2 (*Creation and perfection of each Pledge*) in respect of the Pledged Assets of such Pledgor.

Pledged Assets means, in respect of a Pledgor, all Co-Invest Distributions and Carry Distributions, whether actual or future or contingent and whether subordinated or not, which such Pledgor is or becomes entitled to has under or pursuant to the Management Regulations.

Secured Liabilities means, with respect to a Holder, all liabilities, whether present or future, actual or contingent, at any time due, owing or incurred by that Holder to the Pledgee under the Facility Agreement relevant to that Holder.

Unitholders has the meaning ascribed to such term in the Management Regulations.

- 1.2. In this Agreement any reference to any agreement (howsoever named and including this Agreement, the Facility Agreements and any other Finance Documents) is to such agreement as it may be amended (however fundamentally), restated, supplemented, modified or extended from time to time, whether before or after the date hereof.
- 1.3. In case of discrepancies between the provisions of the Facility Agreements and the provisions of this Agreement, the provisions of the Facility Agreements shall prevail over this Agreement.
- 1.4. Clause headings are for ease of reference only.
- 1.5. Words importing the singular will include the plural and vice versa.
- 1.6. Any reference to any person shall be construed to include such person's successors in title, permitted assigns and permitted transferees.
- 1.7. Any reference in this Agreement to any statutory provisions shall be construed as a reference to the statutory provisions as the same may from time to time be changed by any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such re-enactment.
- 1.8. The Nominee Holder hereby directs the Nominee to enter into this Agreement and to perform all of that Nominee Holder's obligations under this Agreement on behalf of that Nominee Holder.

2. CREATION AND PERFECTION OF EACH PLEDGE

- 2.1. Each Pledgor hereby grants a first ranking pledge (*gage de premier rang*) over its Pledged Assets to the Pledgee, as security for the full and punctual payment, due performance and discharge its Secured Liabilities on a several (not joint) basis, which pledge is hereby acknowledged and accepted by the other parties hereto.
- 2.2. The Debtor hereby accepts each Pledge for the purposes of Article 5 of the Financial Collateral Law and any other applicable laws.
- 2.3. For the avoidance of doubt, recourse of the Pledgee against any particular Pledgor under this Agreement shall be limited to that Pledgor's Pledged Assets.
- 2.4. The Debtor hereby consents to the creation of each Pledge created pursuant to Clause 11 of the Management Regulations.

3. RIGHTS OF DISPOSAL

- 3.1. Subject to Clause 8 (*Enforcement of each Pledge*) and prior to the occurrence of an Acceleration Event in respect of the relevant Pledgor, each Pledgor may collect and demand payment under, and of, its Pledged Assets in the ordinary course of business subject to the terms of its Investor Instruction Letter (as defined in the Facility Agreement).
- 3.2. Following the occurrence of an Acceleration Event in respect of the relevant Holder, the Pledgee may serve a notice to the Debtor in order to request that any payment under the Pledged Assets of such Holder (and, if such Holder is a Nominee Holder, the Nominee in respect of Pledged Assets of the Nominee relating to that Nominee Holder) be made to the Pledgee.
- 3.3. Any amounts retained by a Pledgor in contravention of Clause 3.2 shall be held by that Pledgor on trust to be paid to the Pledgee in or towards the discharge of the Secured Liabilities owed by that Pledgor.

4. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 4.1. Each Pledgor (with respect to itself and its Pledged Assets and not any other Pledgor or other Pledgor's Pledged Assets) expressly represents warrants and undertakes to the Pledgee that:
 - (a) he/she is of full age and sound mind, has full ability and full legal capacity to enter into this Agreement and he/she has acted and he/she acts independently and free from any undue influence by any person;
 - (b) to the extent applicable, the Nominee is a limited liability company duly incorporated under the laws of England and Wales with the power and capacity to enter into this Agreement to exercise its rights and perform its obligations under this Agreement;
 - (c) to the extent applicable, no petition has been filed, or threatened to be filed, with a court or competent authority for any insolvency proceeding or similar proceedings regarding the

Nominee and that no resolutions have been passed for the voluntary winding-up of Nominee;

- (d) he/she is solvent and able to meet its debts as they fall due;
 - (e) the creation of the security pursuant to this Agreement will not contravene any restriction to which its Pledged Assets may be subject;
 - (f) he/she is the sole owner (subject to, in the case of a Nominee Holder, the Nominee) of, and has valid title to, and holds the full and exclusive ownership of, its Pledged Assets, subject to no lien, security interest, claim, option, pledge, charge, assignment, transfer or other encumbrances of any kind whatsoever except its Pledge.
- 4.2. Each representation and warranty in this Clause are made by each of the Pledgors on the date of this Agreement and shall at all times remain true and correct until the full, punctual and irrevocable payment, performance and discharge of the relevant Secured Liabilities.
- 4.3. Each representation or warranty deemed to be made after the date of this Agreement shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

5. COVENANTS

- 5.1. The Pledgors shall not create or permit to subsist any security over any of their Pledged Assets and shall not sell, transfer or otherwise dispose of any of their Pledged Assets.
- 5.2. It is expressly agreed that, notwithstanding anything to the contrary herein contained, each Pledgor shall remain liable to observe and to perform all of the conditions and obligations assumed by it in respect of this Pledge and the Pledgee shall be under no obligation or liability by reason of or arising out of this Pledge, other than by its fraud, gross negligence or willful neglect, except as provided for in the Facility Agreements.
- 5.3. The Pledgee shall not be required in any manner to perform or fulfil any obligations of the Pledgors in respect of the Pledged Assets or to make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by the Pledgors, or to present or file any claim or take any other action to collect or enforce the payment of any amount to which each Pledgor may have been or to which it may be entitled hereunder at any time other than by its fraud, gross negligence or willful neglect.
- 5.4. Each Pledgor shall, until the Discharge Date, cooperate with the Pledgee and sign or cause to be signed all such further documents and take all such further action as the Pledgee may from time to time reasonably request to perfect and protect its Pledge over its Pledged Assets pertaining to such Pledgor and to carry out the provisions and purposes of this Agreement.
- 5.5. Each Pledgor shall execute and do all such assurances, acts and things as the Pledgee may reasonably require for perfecting or protecting the security interest intended to be created hereby over the Pledged Assets pertaining to such Pledgor or any part thereof or for facilitating (if and when this security becomes enforceable) the enforcement of the Pledge over the Pledged Assets pertaining to such Pledgor or any part thereof and in the exercise of all powers, authorities and

discretions vested in the Pledgee over Pledged Assets pertaining to such Pledgor or any part thereof or in any delegate of the Pledgee, provided that such further assurances shall not create a class or type of security other than that expressed to be created by this Agreement or permitted by the terms of this Agreement or as required by Luxembourg law.

To that intent, the Pledgors shall in particular execute all transfers, conveyances, assignments and assurances of such property whether to the Pledgee or to its nominees and give all notices, orders and directions and make all registrations which the Pledgee may reasonably think expedient.

6. EFFECTIVENESS OF EACH PLEDGE

- 6.1. Each Pledge created hereunder by each Pledgor in favour of the Pledgee shall be senior in all respects and prior to any other liens on the relevant Pledged Assets (other than Permitted Security as defined in the Facility Agreement), notwithstanding the date, manner or order of grant, attachment or perfection of such other liens.
- 6.2. Each Pledge of a Pledgor shall remain in full force and effect until the Discharge Date in respect of such Pledgor.
- 6.3. No Pledge shall be affected by the unused Facility or temporary repayment of the Facility or by the partial fulfilment of the obligations under the Facility Agreements.
- 6.4. It is expressly agreed between the parties to this Agreement that all rights and claims of the Pledgee under this Agreement shall not be affected or discharged if the Pledgee should agree to defer payments, to release any collateral given or to be given, to release the guarantors from their liability under their respective guarantee, or to conclude arrangements of whatsoever kind with the Pledgors. No failure on the part of the Pledgee to exercise, or delay on its part in exercising, any of its rights under this Agreement shall operate as a waiver or release thereof, nor shall any single or partial exercise of any such right preclude any further or other exercise of that or any other rights.
- 6.5. The rights, powers and discretions of the Pledgee herein are in addition to and not exclusive of those provided by law, by any agreement with or any security in favour of the Pledgee.
- 6.6. If any amount paid or credited under any Finance Documents is capable of being avoided or otherwise set aside under any laws relating to insolvency or otherwise that amount shall not be treated as paid for the purposes of determining whether the Secured Liabilities have been paid.
- 6.7. Any release, discharge or settlement between a Pledgor and the Pledgee shall be conditional upon no security disposition or payment to the Pledgee being void or set aside or ordered to be refused due to a fault or misconduct attributable to such Pledgor and/or any party to the Facility Agreements, and if such condition shall not be fulfilled, the Pledgee shall be entitled to enforce the security created by this Agreement in respect of such Pledgor, as if such release, settlement or discharge had not occurred and any such payment had not been made.
- 6.8. For the purpose of article 1278 of the Luxembourg civil Code, to the extent required under applicable law and without prejudice to the provisions in the Facility Agreements, the Pledgee

hereby expressly reserves the preservation of this Pledge and the security interest created hereunder in case of assignment, novation, amendment or any other transfer of the Secured Liabilities or any other rights arising for it under the Facility Agreements.

7. ADDITIONAL SECURITY

Each Pledge will be in addition to and shall not in any way be prejudiced by or dependent on any security and other encumbrances of any kind now or hereafter held by the Pledgee, as security for the Secured Liabilities in respect of each Pledgor or any lien to which it may be entitled. The rights of the Pledgee hereunder are in addition to and not exclusive of those provided by law.

8. ENFORCEMENT OF EACH PLEDGE

8.1. REMEDIES

8.1.1. Upon the occurrence of an Acceleration Event in respect of a Pledgor, the Pledgee shall be entitled to without prior notice enforce the Pledge in respect of such Pledgor in the most favourable manner provided for by law and may, in particular, but without limitation:

- i. request the Debtor to make any payments under such Holder's Pledged Assets and, if applicable, the Nominee's Pledged Assets in respect of that Holder to the Pledgee. Upon such request, all amounts and proceeds received by such Holder and, if applicable, the Nominee in respect of such Holder's Pledged Assets and, if applicable, the Nominee's Pledged Assets in respect of such Holder shall be received as security for the benefit of the Pledgee, shall be segregated from other funds of such Pledgor and, if applicable, the Nominee and shall be promptly paid over to the Pledgee; and/or
- ii. appropriate all or part of such Pledged Assets (and thereupon exercise any rights attached thereto) in which case such Pledged Assets will be (i) valued at an amount equal to the amount of funds ultimately received by the Pledgee under such Pledged Assets or (ii) at a fair value determined, on or after appropriation, by a Luxembourg independent auditor (*réviseur d'entreprises agréé*) appointed by the Pledgee at the costs of such Holder; and/or
- iii. request a competent court that such Pledged Assets be assigned or transferred to the Pledgee for discharge of all or part of the relevant Holder's Secured Liabilities in compliance with article 11 paragraph (1) c) of the Financial Collateral Law; and/or
- iv. proceed to a private sale of the relevant Pledged Assets at arm's length terms (*conditions commerciales normales*).

8.1.2. For the avoidance of doubt, the Pledgee may enforce a Pledge in respect of a Pledgor irrespective of the fact that the proceeds from an enforcement of such Pledge may exceed the value of the relevant Secured Liabilities. In addition, the rights of the Pledgee under this Agreement shall be several to each Pledgor (or, in the case of a Nominee Holder, that Nominee Holder and the Nominee) and this Agreement may be enforced separately against any and each Holder (and, in the case of a Nominee Holder, the Nominee) upon the

occurrence, from time to time, of any Acceleration Event relating to that Holder. For these purposes, the Pledged Assets owned by each Pledgor (and, in the case of a Nominee Holder, the Nominee) shall be distinct from the Pledged Assets owned by each other Pledgor.

8.2. **PRIORITY AND APPLICATION OF PROCEEDS**

The proceeds of any enforcement of all or any part of the Pledged Assets and, in general, all monies received by the Pledgee under this Agreement shall be applied in accordance with the terms of the relevant Facility Agreements and any amount received in excess of the relevant Secured Liabilities shall be returned to the relevant Pledgor according to the terms of the applicable Facility Agreements.

9. **COST AND EXPENSES**

The provisions of Clause 16 (*Costs and Expenses*) of the Facility Agreements shall apply to this Agreement as if set out in full herein, *mutatis mutandis*.

10. **POWER OF ATTORNEY**

10.1. Each Pledgor hereby irrevocably appoints each of:

- (a) the Pledgee; and
- (b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Pledgee,

jointly and severally to be its attorney (*mandataire*), in its name and on its behalf, and in such manner as the attorney in its absolute discretion think fit following the occurrence of an Acceleration Event in respect of the relevant Pledgor, or following the failure by the relevant Pledgor to comply with a request from the Pledgee to take any action and sign or execute any further documents which the relevant Pledgor is required to take, sign or execute in accordance with this Agreement or that the Pledgee may consider to be requisite for (a) carrying out any obligation imposed on the under this Agreement or (b) by exercising any of the rights conferred on the Pledgee by this Agreement or by law.

10.2. Each Pledgor hereby agrees to approve, ratify and/or confirm whatever any such attorney (acting reasonably) will properly and lawfully do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 11 in each case when such approval, ratification and/or confirmation is considered necessary by the Pledgee.

10.3. The parties agree in accordance with article 2003 of the Luxembourg civil code that the powers of attorney granted pursuant to this Clause 11 do not terminate upon the occurrence of personal bankruptcy or similar Luxembourg or foreign law proceedings affecting the rights of creditors generally in respect of the Pledgors.

11. DELEGATION BY THE PLEDGEE

The Pledgee may at any time and from time to time delegate by power of attorney or in any other manner to any properly qualified person or persons all or any of the powers, authorities and discretions which are for the time being exercisable by the Pledgee under this Agreement in relation to the Pledged Assets or any part thereof. Any such delegation may be made upon such terms (including power to sub-delegate) and subject to such regulations as the Pledgee may think fit. The Pledgee shall not be in any way liable or responsible to the Pledgors for any loss or damage arising from any act, default omission or misconduct on the part of any delegate or sub-delegate, save for liabilities and expenses arising from the fraud, gross negligence or wilful misconduct of such delegate or sub-delegate.

12. RELEASE

12.1. Upon the Pledgee being satisfied (acting reasonably and in good faith) that the Secured Liabilities owed by a Holder have been irrevocably and unconditionally discharged in full the Pledgee shall, unless it has notice of any third party having any subrogation or other rights in respect of the Pledged Assets, at the request and cost of that Holder:

- (a) release to that Holder (and, if that Holder is a Nominee Holder, the Nominee) so much (if any) of the Pledged Assets as shall not have been applied by the Pledgee in or towards satisfaction of the Secured Liabilities; and
- (b) release or otherwise discharge the Pledge of that Holder and, if that Holder is a Nominee Holder, the Nominee in respect of that Nominee Holder constituted by or pursuant to this Agreement and enter into a release agreement or a release letter in connection with such release or discharge.

12.2. Any release of a Pledge in respect of a Pledgor may be null and void and without effect if any payment received by the Pledgee and applied towards satisfaction of all or part of the Secured Liabilities is avoided or declared invalid as against the Pledgee, including because of the existence of insolvency proceedings opened against such Pledgor, or (b) becomes repayable by the Pledgee to a third party, or (c) proves not to have been effectively received by the Pledgee.

13. AMENDMENTS AND WAIVER

13.1. This Agreement may not be waived, changed, modified or discharged orally, but only by an agreement in writing signed by the parties hereto in accordance with Clause 31 (*Amendments and Waivers*) of the Facility Agreement and subject to clause 13.2 below.

13.2. Any amendment or waiver of a term of this Agreement which relates to or affects the rights and/or obligations of a single Pledgor only (a "**Relevant Pledgor**"), and not in the opinion of the Pledgee the rights and/or obligations of any other Pledgor, may be made with the written consent of the Pledgee and the Relevant Pledgor. Any such amendment or waiver will be binding on all parties to this Agreement.

14. SEVERABILITY

14.1. If a provision of this Agreement becomes illegal, invalid, or unenforceable in any jurisdiction, that shall not affect:

- (a) the validity or enforceability in that jurisdiction of any other provisions of this Agreement; or
- (b) the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

14.2. If any provision of this Agreement is or becomes prohibited or unenforceable in any jurisdiction, that shall not affect the validity or enforceability of any other provisions hereof or affect the validity or enforceability of such provision in any other jurisdiction. The prohibited or unenforceable provisions shall be replaced by the parties by new provisions reflecting the initial intention of the parties.

15. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which, when executed and delivered, shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

16. NOTICES

All notices or other communications under or in connection with this Agreement shall be given in the manner and become effective as set forth in Clause 27 (*Notices*) of the Facility Agreements. In addition, all notices or other communications shall be made:

a) to each Pledgor at the addresses mentioned in Schedule 1.

b) to the Nominee at:

CIP (V) Nominees Limited

Attention: the Directors

Address: 21 St James's Square, London, United Kingdom, SW1Y 4JZ

c) to the Pledgee at:

HSBC PRIVATE BANK (SUISSE) SA, GUERNSEY BRANCH

Address: Arnold House

St Julian's Avenue

St Peter Port

Guernsey GY1 3NF

Email: [REDACTED]

Attention: Guernsey Credit Advisory

d) to the Debtor at:

Fifth Cinven Fund FCP-SIF

acting through its management company **Cinven Manco S.à r.l.**

Attention: the board of managers

Address: 8, rue Lou Hemmer, L-1748 Senningerberg

Email: [REDACTED] and [REDACTED]

17. **ASSIGNMENT**

17.1. No Pledgor shall be entitled to assign, novate, encumber or transfer any of its rights or benefits and obligations under this Agreement.

17.2. The Pledgee may assign all or any part of its rights under this Agreement provided that such assignment will be effected together with a parallel assignment in accordance with Clause 23.1 (*Change to the Lender*) of each Facility Agreement. Such assignment by the Pledgee shall be enforceable towards the Pledgor, the Debtor and third parties pursuant to the provisions of article 1690 of the Luxembourg Civil Code.

18. **DATA PROTECTION**

The Pledgors agree that the Pledgee may process the Personal Data (as defined in the Data Protection Laws) of each of them according to the Data Protection Laws.

19. **JURISDICTION**

Exclusive jurisdiction is granted to the Courts of the City of Luxembourg (Grand Duchy of Luxembourg) and any claims arising under this Agreement shall be submitted to the Courts of the City of Luxembourg.

20. **GOVERNING LAW**

This Agreement (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this Agreement) shall be exclusively governed by and construed in all respects in accordance with Luxembourg law.

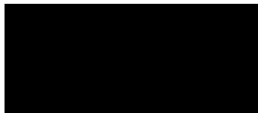
[Signature pages follow]



EXECUTION PAGES

Alexander Leslie

as *Pledgor*





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Maxim Crewe

as *Pledgor*





Pontus Pettersson

as Pledgor





EXECUTION PAGES

Jorge Quemada

as *Pledgor*

A large black rectangular box redacting the signature of Jorge Quemada. A horizontal line extends from the right side of the box.



Supraj Rajagopalan

as *Pledgor*





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SP Nominees (V) Limited

as *Plodgor*



By:

Title: duly authorised signatory

By:

Title: duly authorised signatory



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CIP (V) Nominees Limited
as Pledgor



By:

Title: duly authorised signatory

By:

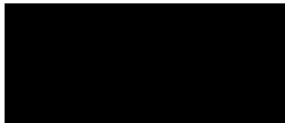
Title: duly authorised signatory

HSBC PRIVATE BANK (SUISSE) SA, GUERNSEY BRANCH
as *Pledgee*



By: Saran Mahon

Title: duly authorised signatory



By: Susan Robinson

Title: duly authorised signatory

DENTONS

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Fifth Cinven Fund FCP-SIF

acting through its management company **Cinven Manco S.à r.l.**

as *Debtor*



By: **Elona Ajdari-Trako**

Title: duly authorised signatory



By: **Gautier Laurent**

Title: duly authorised signatory

SCHEDULE 1

THE FIFTH FUND CIP INVESTORS

Direct Holders

Legal name (name, surname) of the Fifth Fund CIP Investors	Address
Jorge Quemada	[REDACTED]

Nominee Holders

Legal name (name, surname) of the Fifth Fund CIP Investors	Address
Alexander Leslie	[REDACTED]
Maxim Crewe	[REDACTED]
Pontus Pettersson	[REDACTED]
Supraj Rajagopalan	[REDACTED]

SCHEDULE 2**THE FACILITY AGREEMENTS**

1. An English Law governed facility agreement dated on or about the date of this Agreement between Alexander Leslie as borrower and HSBC Private Bank (Suisse) SA, Guernsey Branch as Lender.
2. An English Law governed facility agreement dated on or about the date of this Agreement between Jorge Quemada as borrower and HSBC Private Bank (Suisse) SA, Guernsey Branch as Lender.
3. An English Law governed facility agreement dated on or about the date of this Agreement between Maxim Crewe as borrower and HSBC Private Bank (Suisse) SA, Guernsey Branch as Lender.
4. An English Law governed facility agreement dated on or about the date of this Agreement between Pontus Pettersson as borrower and HSBC Private Bank (Suisse) SA, Guernsey Branch as Lender.
5. An English Law governed facility agreement dated on or about the date of this Agreement between Supraj Rajagopalan as borrower and HSBC Private Bank (Suisse) SA, Guernsey Branch as Lender.