



Execution Version

Consortium Bid Agreement

Sheikh Holdings Group (Investments) Limited

and

HMSL Services Limited as corporate directors of
Belgravia Investments Limited

and

HMSL Services Limited as corporate directors of
Kensington Capital Limited

and

THCP Advisory Limited

and

THCS IV GP S.à r.l

27 June 2022

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THIS DEED is made on 27 June 2022

BETWEEN:

- (1) **SHEIKH HOLDINGS GROUP (INVESTMENTS) LIMITED** (No. 07649108) whose registered office is at 1st Floor, Metropolitan House, Darkes Lane, Potters Bar, England EN6 1AG ("Sheikh Holdings");
- (2) **HMSL SERVICES LIMITED** as corporate directors of **BELGRAVIA INVESTMENTS LIMITED** (No. 68447) whose registered office is at Granary House, The Grange, St Peter Port, Guernsey, Channel Islands GY1 2QG ("Belgravia");
- (3) **HMSL SERVICES LIMITED** as corporate directors of **KENSINGTON CAPITAL LIMITED** (No. 68446) whose registered office is at Granary House, The Grange, St Peter Port, Guernsey, Channel Islands GY1 2QG ("Kensington");
- (4) **THCP ADVISORY LIMITED** (No. 11397497) whose registered office is at 25a Soho Square, London W1D 3QR, United Kingdom ("THCP Advisory"); and
- (5) **THCS IV GP S.À R.L.** (No. B 253.288) whose registered office is at 42, rue de la Vallée, L-2661 Luxembourg (together with THCP Advisory, "THCP"),
(each a "**party**" and together the "**parties**").

RECITALS:

- (A) The parties intend to form a consortium and work together in connection with the possible acquisition of the Target.
- (B) The shares in the Target are proposed to be acquired by way of either a Scheme or a Takeover Offer.
- (C) The parties have agreed certain principles in this agreement in accordance with which they intend to co-operate in respect of the Offer.

THE PARTIES AGREE AS FOLLOWS:

1. **INTERPRETATION**

- 1.1 In this agreement:

"Affiliate" means, in relation to a party:

- (a) any group undertaking of that party; and
- (b) where that party is an investment adviser or investment manager to a Fund:
 - (i) that Fund, and any other general partner, trustee, nominee, investment manager or investment adviser of such Fund, and any group undertaking of any of them;
 - (ii) any other Fund of which that party or its Affiliates is a general partner, trustee, nominee, investment manager or investment adviser, and any group undertaking of that Fund;

"Announcement" means the press announcement in connection with the Offer to be made by or on behalf of the Consortium in compliance with Rule 2.7 of the Takeover Code and in a form to be agreed by the parties;

"Bidco" means Amalfi Bidco Limited (No. 14186033) whose registered office is at 25a Soho Square, London W1D 3QR, United Kingdom;

"Business Day" means a day (other than Saturdays and Sundays) on which banks in London are open for business;

"Citi" means Citigroup Global Markets Limited of 33 Canada Square, London E14 5LB;

"Concert Parties" means, in respect of a party, any person that falls within the definition (including the presumptions of concertedness) of "acting in concert" in the Takeover Code except that it shall not include (i) any person whom the Takeover Panel does not, from time to time, consider to be acting in concert with that party (pursuant to Note 6 on the definition of "acting in concert" in the Takeover Code or otherwise) and/or (ii) the other parties and each of their concert parties;

"Conditions" means the conditions to implementation of the Offer to be set out in the Announcement;

"Confidential Information" has the meaning given to such term in clause 8.1;

"Consortium" means the parties acting together;

"Consortium Advisers" has the meaning given to such term in clause 6.1;

"Dean Street" means Dean Street Advisers Limited of Carrington House, 126-130 Regent Street, London W1B 5SE;

"Disclosing Party" has the meaning given to such term in clause 8.1;

"Exclusivity Letter" means the exclusivity letter relating to the Offer entered into by the parties on 22 March 2022;

"External Expenses" means the costs, fees and out-of-pocket expenses (including VAT to the extent applicable):

- (a) of the Consortium Advisers pursuant to the relevant engagement or retainer agreements in relation to the Offer and the formation of the Consortium;
- (b) of the Consortium's debt financiers and/or their professional advisers pursuant to the proposed finance agreements;
- (c) any expense reasonably incurred by the parties, or their affiliates, in evaluating, structuring, and implementing the Offer,
in connection with the implementation of the Offer;

"Financial Advisers" means Dean Street, Citi and Lazard;

"FSMA" means the Financial Services and Markets Act 2000;

"Fund" means any unit trust, investment trust, investment company, limited partnership, general partnership, collective investment scheme, pensions fund, insurance company, authorised person under FSMA or any body corporate or other entity, in each case that is managed professionally for investment purposes or the assets of which are managed professionally for investment purposes;

"Interest in the Target's shares" means:

- (a) ownership of shares or other securities in any member of the Target Group;

- (b) the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to shares or other securities in any member of the Target Group;
 - (c) by virtue of any agreement to purchase, option or derivative:
 - (i) the right or option to acquire shares or other securities in any member of the Target Group, or call for their delivery; or
 - (ii) an obligation to take delivery of shares or other securities in any member of the Target Group,
- whether the right, option or obligation is conditional or absolute and whether it is in the money or otherwise; or
- (d) any derivative whose value is determined by reference to the price of shares or other securities in any member of the Target Group and which results, or may result, in such person having a long position in them;

"Lazard" means Lazard & Co. of 50 Stratton Street, London W1J 8LL;

"Market Abuse Regulation" means the Market Abuse Regulation (EU) (596/2014) (as it forms part of the laws of the UK by virtue of the European Union (Withdrawal) Act 2018 (as amended));

"Offer" means the Consortium's takeover bid, the terms of which will be set out in the Announcement;

"Offer Effective Time" means:

- (a) if the Offer is implemented by way of a Scheme, the time on the date on which the Scheme becomes effective (in accordance with its terms); or
- (b) if the Offer is implemented by way of a Takeover Offer, the time on the day on which the Offer becomes or is declared unconditional in all respects or such other time as is agreed between the parties;

"Partial Alternative Offer" has the meaning given to such term in the Announcement;

"PwC" means PricewaterhouseCoopers LLP of 7 More London Riverside, London SE1 2RT;

"Receiving Party" has the meaning given to such term in clause 8.1;

"Restricted Transaction" has the meaning given to such term in clause 5.2;

"Scheme" means a scheme of arrangement of the Target under Part 26 of the UK Companies Act 2006;

"Shareholders' Agreement" has the meaning given to such term in clause 2.2;

"Structure Paper" means the tax structure paper dated on or around the date of this agreement prepared by PwC in relation to the Offer;

"Takeover Code" means the UK City Code on Takeovers and Mergers issued by the Takeover Panel, as amended from time to time;

"Takeover Offer" means a contractual takeover offer for the Target's shares as defined in Chapter 3 of Part 28 of the UK Companies Act 2006;

"**Takeover Panel**" means the UK Panel on Takeovers and Mergers;

"**Target**" means CareTech Holdings PLC;

"**Target Group**" means the Target and any subsidiary undertaking of the Target;

"**Target Shares**" means the entire issued and to be issued share capital in the Target;

"**Term Sheet**" means the term sheet setting out the terms of investment by the parties in Bidco and the legal and governance structure of Bidco, as appended to the Exclusivity Letter; and

"**Topco**" means Amalfi Topco Limited (No. 143752) whose registered office is at 47 Esplanade, St. Helier JE1 0BD, Jersey.

1.2 In this agreement, a reference to:

- (a) a "**subsidiary undertaking**" or "**parent undertaking**" is to be construed in accordance with section 1162 (and Schedule 7) of the Companies Act 2006 and, for the purposes of this definition, a "**subsidiary undertaking**" shall include any person the shares or ownership interests in which are subject to security and where the legal title to the shares or ownership interests so secured are registered in the name of the secured party or its nominee pursuant to such security;
- (b) subject always to clause 1.2(a), a "**group undertaking**" is to be construed in accordance with section 1162 (and Schedule 7) of the Companies Act 2006;
- (c) a document in the "**agreed form**" is a reference to a document in a form agreed to by the parties, or on their behalf by their lawyers, in writing;
- (d) "**in writing**" or "**written**" includes email but not other methods of electronic messaging;
- (e) a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time whether before or after the date of this agreement and any subordinate legislation made or other thing done under the statutory provision whether before or after the date of this agreement;
- (f) a document is a reference to that document as modified or replaced from time to time;
- (g) a person includes a reference to a corporation, body corporate, association or partnership;
- (h) a person includes a reference to that person's legal personal representatives, successors and permitted assigns;
- (i) the singular includes the plural and vice versa (unless the context otherwise requires);
- (j) a time of day is a reference to the time in London, unless a contrary indication appears;
- (k) a clause, schedule or appendix, unless the context otherwise requires, is a reference to a clause of, schedule to or document appended to this agreement; and
- (l) the ejusdem generis principle of construction shall not apply to this agreement. Accordingly general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words.

- 1.3 The headings in this agreement do not affect its interpretation.
- 1.4 Unless expressly stated otherwise, all obligations and warranties on the part of two or more persons are entered into, given or made by such persons severally.

2. OWNERSHIP OF BIDCO

- 2.1 The parties intend that the interests in Bidco and aggregate investments for equity and/or debt securities in Bidco (or a holding company of Bidco) will be held as set out in the Structure Paper.
- 2.2 The parties shall negotiate in good faith to agree, as soon as practicable:
 - (a) an investment and shareholders' agreement (the "**Shareholders' Agreement**") in relation to their holdings of shares in Topco, the indicative terms of which are set out in the Term Sheet;
 - (b) an investment and shareholders' agreement in respect of the Partial Alternative Offer, the indicative terms of which are set out in the Announcement;
 - (c) the Announcement and the documentation required to make the Announcement and the Offer; and
 - (d) the terms of the appointment of the Financial Advisers and the Consortium Advisers by Bidco including the fees payable.

3. OFFER CO-OPERATION

- 3.1 Each of the parties undertakes to (and shall procure that their respective Affiliates shall):
 - (a) co-operate and work together in good faith in considering the Offer;
 - (b) give due consideration and regard to the views of each other party (acting reasonably) regarding the terms, implementation and conduct of the Offer;
 - (c) if the Announcement is made, ensure that Bidco uses reasonable endeavours to implement the Offer on the terms set out in the Announcement subject to any Conditions;
 - (d) if the Announcement is made, use reasonable endeavours to implement the Offer and to achieve the satisfaction of any Conditions as promptly as practicable, including making such filings and notifications to applicable regulatory authorities as may be required or desirable, save that nothing in this agreement shall oblige the parties to waive any Conditions or treat them as satisfied;
 - (e) if the Announcement is made, not take any action or make any statement which might reasonably be expected to be prejudicial to the completion of the Offer, or may reasonably be expected to have the effect of delaying, disrupting or otherwise causing the Offer not to complete at the earliest practicable time;
 - (f) use reasonable endeavours to enable each other party to attend meetings and participate in any discussions relating to the Offer;
 - (g) keep the other informed reasonably promptly of developments which are material or potentially material to the Offer; and
 - (h) prepare all necessary documentation in connection with the Offer in accordance with clause 2.2.

3.2 Each party agrees to comply with all applicable laws and regulations relating to the Offer including, without limitation, the Takeover Code and the Market Abuse Regulation.

4. **BID MANAGEMENT**

4.1 The parties will make all decisions with respect to the Offer unanimously in writing. The decisions referred to in this clause 4.1 include (without limitation):

- (a) the decision in respect of the price to be paid for each Target Share under the Offer;
- (b) the decision as to whether to make the Offer and/or release the Announcement;
- (c) any decision as to whether to have the Offer proceed by way of a Takeover Offer or a Scheme;
- (d) the posting of any formal offer or scheme documentation or any other document to be issued by Bidco (or for which Bidco is required to take responsibility in whole or in part) in connection with the Offer;
- (e) any declaration by or on behalf of Bidco that any Condition has been satisfied, that the Offer is unconditional as to acceptances or unconditional in all respects (where implemented by way of Takeover Offer rather than Scheme), or any waiver by or on behalf of Bidco of any one or more of the Conditions;
- (f) the structure or provider of any debt or equity finance for the Offer, including any amendment, modification or variation thereto;
- (g) any amendment, modification or variation to the structure of the Offer;
- (h) any application by or on behalf of Bidco to any antitrust or other regulatory authority in connection with the Offer and the giving of any undertaking or any other commitment to such authority in connection with any consent or approval sought or to be granted by such authority;
- (i) the giving of any approval, authorisation, consent, licence, permission or waiver required to be given by Bidco (or for which Bidco will otherwise be required to take responsibility in whole or in part) under or in connection with the Offer; and
- (j) any amendment, variation or waiver of the consideration payable under, or any term or condition of, the Offer (other than as required by the Takeover Panel).

4.2 The parties will jointly agree on the timing and substance of any contact, discussion or agreement with management and the independent board of the Target, and any shareholders of the Target in connection with the Offer (save for any contact of an administrative or non-material nature, or contact by representatives of Sheikh Holdings in the ordinary course and not in connection with, or relating to, the Offer).

4.3 Each party will exercise such powers, rights and control that it has to procure that, from its incorporation until the Offer Effective Time, Bidco will not conduct any business other than such business as is required to implement the Offer (and for the avoidance of doubt, not entering into any agreements save for those required in connection with implementation of the Offer or entering into any engagement or similar letters with Consortium Advisers).

4.4 Subject to clause 6, no party has power or authority to undertake any obligation or give any undertaking or incur any liability (including a financial obligation or liability) on behalf of any other party, the Consortium or Bidco.

5. STANDSTILL AND EXCLUSIVITY

- 5.1 Each party warrants to each of the other parties as at the date of this agreement that, save as disclosed in writing to the other parties prior to the date of this agreement, neither it nor, so far as it is aware, any of its Concert Parties:
- (a) has any Interest in the Target's shares; or
 - (b) has dealt in any Interest in the Target's shares in the 12 months preceding the date of this agreement.
- 5.2 Each party agrees and undertakes to each of the other parties that it shall not, and shall procure that its Concert Parties shall not (other than pursuant to the Offer):
- (a) offer to acquire or sell, or acquire or sell, or procure or induce another person to acquire, any Interest in the Target's shares;
 - (b) do or omit to do any act as a result of which a party or any of its Concert Parties may acquire any Interest in the Target's shares;
 - (c) announce, make, or procure or induce any other person to announce or make, any firm or possible offer for all or any of the shares of the Target or do or omit to do any act as a result of which a party or any of its Concert Parties may become obliged (under the Takeover Code or otherwise) to make an offer for any of the shares of the Target;
 - (d) offer to acquire any substantial part of the assets of the Target Group;
 - (e) enter into, continue, solicit, facilitate or encourage any discussion, enquiry or proposal from, or discussions or negotiations with, any person in relation to the possible acquisition or disposal of an Interest in the Target's shares or the possible acquisition of any substantial part of the assets of the Target Group;
 - (f) enter into, continue, solicit, facilitate or encourage any discussion, enquiry or proposal from, or discussions or negotiations with, any person or enter into arrangements, either in relation to providing or otherwise acquiring any debt, equity or other finance facilities to any member of the Target Group or in relation to providing any debt, equity or other finance facilities in connection with a competing offer for Target Shares; or
 - (g) enter into an agreement or arrangement to do any of the matters set out in clauses 5.2(a), 5.2(b) and 5.2(c) above,

without the prior consent in writing of the other parties, and, if required under the Takeover Code, the consent of the Takeover Panel. Each of the transactions referred to in this clause 5.2 shall be a "**Restricted Transaction**". In the event that a party (or so far as such party is aware, any of its Concert Parties) is approached by a person in relation to the matters described in paragraph 5.2(e), that party shall notify each other party of the identify of that person and the substance of any discussion.

5.3 The restrictions in:

- (a) clauses 5.2(a) to 5.2(g) (inclusive) shall supersede, and apply in substitution for, the restrictions on Sheikh Holdings, Belgravia and Kensington set out in paragraph 3 of the Exclusivity Letter and the parties agree that the Exclusivity Letter shall be amended accordingly; and
- (b) clauses 5.2(a) to 5.2(c) (inclusive) and clause 5.2(g) (as such clause relates to clauses 5.2(a) to 5.2(c) (inclusive)) shall not apply so as to prevent a party's Concert

Parties from taking any action in the normal course of their investment or advisory business, provided such action did not arise, directly or indirectly, from the instructions of, or otherwise in conjunction with or on behalf of, that party.

- 5.4 Each party agrees and undertakes to each of the other parties that it shall not, and will procure that its Concert Parties and its and their directors, officers, employees, agents and advisers shall not, do anything (or omit to do anything reasonably required) which is reasonably likely to frustrate the Consortium's ability to make the Offer or which is intended to, or is reasonably likely to, prejudice the successful consummation of the Offer.
- 5.5 Save as set out in clause 5.3(a) and notwithstanding any other term of this agreement, the Exclusivity Letter shall continue in full force and effect in accordance with, and unless terminated in accordance with, its terms.

6. **APPOINTMENT OF ADVISERS AND EXTERNAL EXPENSES**

- 6.1 The parties agree that the following advisers shall be engaged:
 - (a) Ashurst LLP as legal adviser to Sheikh Holdings and Bidco;
 - (b) Proskauer Rose LLP as legal adviser to THCP;
 - (c) GSC Solicitors LLP as legal adviser to Belgravia and Kensington;
 - (d) Dean Street and Citi as financial advisers to the Consortium and Bidco (including advising on the Takeover Code);
 - (e) PwC as tax advisers to Bidco and THCP; and
 - (f) such other advisers as the parties shall agree in writing,

(together the "**Consortium Advisers**").
- 6.2 To the extent agreed by due diligence report providers, each party shall be entitled to rely on the diligence reports prepared in respect of the Offer, which will be addressed to Bidco and to the parties in the customary fashion.
- 6.3 If the Offer is not made or does not become effective or unconditional in all respects each party shall bear:
 - (a) its relevant proportion of the External Expenses (being, for THCP, 56 per cent. of the External Expenses and, for Sheikh Holdings, 44 per cent. of the External Expenses); and
 - (b) its own costs and expenses in relation to the negotiation and execution of this agreement and the implementation of the Offer (other than External Expenses).
- 6.4 If the Offer becomes effective or unconditional in all respects to the extent lawful, Bidco (or another member of the Bidco group) shall bear the External Expenses and each party's costs and expenses and will reimburse the parties for any External Expenses already paid by them and any costs and expenses in relation to the negotiation and execution of this agreement and the implementation of the Offer.

7. **UNSUCCESSFUL OFFER**

- 7.1 If the Offer is not made, the Offer lapses, Bidco withdraws the Offer or it is otherwise unsuccessful, any Interest in the Target's shares which has been acquired by or on behalf of the Consortium or Bidco shall be sold and the proceeds shall be split amongst those

parties in their relevant proportions (being 25 per cent. for Sheikh Holdings, 25 per cent. for Belgravia, 25 per cent. for Kensington and 25 per cent. for THCP).

8. **CONFIDENTIALITY**

8.1 For the purposes of this agreement, "**Confidential Information**" means:

- (a) the existence of the Consortium and the identify of its members;
- (b) the terms of the Offer;
- (c) the negotiations relating to, provisions of and performance of, this agreement; and
- (d) any information of a confidential nature disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by one party (the "**Disclosing Party**") to another party (the "**Receiving Party**") whether before or after the date of this agreement,

but shall not include information:

- (a) that has come or comes into the public domain through no act or omission of the Receiving Party;
- (b) which the Receiving Party can evidence having known before the discussions relating to the Offer of this agreement commenced; or
- (c) information which is disclosed to the Receiving Party by a third party where such disclosure by the third party is apparently not in breach of any confidentiality restrictions.

8.2 Each party shall treat as strictly confidential and shall not disclose to any third parties any Confidential Information.

8.3 Notwithstanding the above, a party may disclose Confidential Information:

- (a) to the extent that such disclosure is required by the law or regulation of any jurisdiction to which the Receiving Party or any of its Affiliates is subject;
- (b) to the extent such disclosure is required by any securities exchange or regulatory or governmental body (including the Takeover Panel) to which the Receiving Party or any of its Affiliates is subject;
- (c) to its Affiliates and to its and its Affiliates' directors, officers, employees and professional advisers (and in respect of THCP, to any actual or prospective investors, co-investors or financing sources of it or its Affiliates), provided that such party ensures that the confidentiality of such Confidential Information is maintained; and
- (d) with the prior written consent in writing of, in the case of Confidential Information as set out in clause 8.1(a) to 8.1(c) (inclusive), each other party and, in the case of Confidential Information set out in clause 8.1(d), the Disclosing Party.

8.4 Upon termination or expiration of this agreement, each party shall:

- (a) destroy or procure the destruction of all Confidential Information provided to such party by another party and, to the extent reasonably practicable, destroy or procure the destruction of documents, materials or other derivative information containing such Confidential Information which were generated by such party; and

- (b) use all reasonable efforts to erase from any computer under their control any document, disk or file containing, reflecting or generated from any Confidential Information provided to such party by any other party and undertake following erasure not to attempt to recover such material,

unless, in each case, the Confidential Information is required by law, by a relevant regulatory authority or applicable professional body or by the rules of any internal governance policy to be retained. The obligations of confidentiality set out in this clause 8 shall continue to apply to any such retained Confidential Information.

9. **DURATION**

9.1 This agreement shall expire upon the earlier of:

- (a) the Offer Effective Time;
- (b) the termination of this agreement by a unanimous decision in writing of the parties;
- (c) the Offer (if made) lapsing or being withdrawn (including if the Offer has not become effective or unconditional in all respects by the longstop date set out in the Announcement and the relevant Offer documentation);
- (d) any competitive offer in relation to the Target becoming effective (in the case of a Scheme) or unconditional in all respects (in the case of a Takeover Offer);
- (e) the date on which the Consortium makes an announcement under Rule 2.8 of the Code of their intention not to make the Offer;
- (f) if the Announcement has not been released, the date falling three (3) months after this agreement, unless the parties unanimously in writing agree to a later date; and
- (g) the date on which the Exclusivity Period (as defined in the Exclusivity Letter) expires.

9.2 The provisions of clauses 1, 6, 8, 9, 10, 12 and 13 shall survive the termination or expiration of this agreement.

10. **ANNOUNCEMENTS**

- 10.1 Subject to clause 10.3 below, each party agrees that it will not, and will procure that none of its Concert Parties will, make a public statement in relation to the Offer.
- 10.2 Subject to clause 10.3 below, no party shall, without the prior approval in writing of each other party (such approval not to be unreasonably withheld or delayed), make any public announcements concerning the Consortium, Bidco, any other party or proposed party, the Offer or any other matter contemplated by, or any activities or actions under, this agreement.
- 10.3 A party may make an announcement if required by law, or any securities exchange or regulatory or governmental body to which it or its Affiliates is subject (including the Takeover Panel), provided that the announcement is made only after consultation with the other parties (where legally permissible and practicable).

11. **ASSIGNMENT**

No party may assign or transfer its rights or obligations under this agreement without the prior written consent of the other parties.

12. **NOTICES**

- 12.1 Any notice, demand or other communication given or made under or in connection with the matters contemplated by this agreement shall be in writing and shall be delivered by email, by hand or by courier or sent by prepaid first class post (air mail if posted to or from a place outside the United Kingdom):

in the case of Sheikh Holdings to:

Address: 1st Floor
Metropolitan House
Darkes Lane
Potters Bar, England EN6 1AG
Email: farouq.sheikh@caretech-uk.com (with a copy (which shall not itself constitute notice) to karen.davies@ashurst.com)

in the case of Kensington and

Belgravia to:

Address: Granary House
The Grange
St Peter Port
Guernsey
Channel Islands GY1 2QG
Email: alan@hansardtrust.com (with a copy (which shall not itself constitute notice) to andrew@hansardtrust.com)

in the case of THCP to:

Address: 25a Soho Square
London W1D 3QR
United Kingdom
Email: m.anatriello@atypicalpartner.com and l.contento@threehills.com (with a copy (which shall not itself constitute notice) to awingfield@proskauer.com)

and shall be deemed to have been duly given or made as follows:

- (a) if delivered by hand or by courier, upon delivery at the address of the relevant party;
- (b) if sent by first class post, two (2) Business Days after the date of posting;
- (c) if sent by air mail, three (3) Business Days after the date of posting; and
- (d) if sent by email, when the email is sent, provided that the sender does not receive an automated notice of non-delivery,

provided that if, in accordance with the above provisions, any such notice, demand or other communication would otherwise be deemed to be given or made after 5.30 p.m. on a Business Day such notice, demand or other communication shall be deemed to be given or made at 9.30 a.m. on the next Business Day.

- 12.2 A party may notify the other Party of a change to its name, relevant addressee or address for the purposes of clause 12.1 provided that such notification shall only be effective on:

- (a) the date specified in the notification as the date on which the change is to take place;
or

- (b) if no date is specified or the date specified is less than five (5) Business Days after the date on which notice is given, the date falling five (5) Business Days after notice of any such change has been given.

13. **GENERAL**

- 13.1 Each party warrants to the other parties that it has the requisite power and authority to enter into this agreement and there is no agreement, commitment or other understanding that would preclude or restrict it from entering into and performing this agreement and this agreement when executed will constitute valid, binding and enforceable obligations of it.
- 13.2 This agreement may be executed by the parties in any number of separate counterparts each of which shall be an original but all of which taken together shall constitute one and the same document.
- 13.3 A person who is not party to this agreement shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 13.4 This agreement and all matters arising from it shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the courts of England.

IN WITNESS whereof this deed has been executed and delivered on the date first above written.

t

Executed as a deed by
**SHEIKH HOLDINGS GROUP
(INVESTMENTS) LIMITED** acting by
[REDACTED]

)
)
)
)

DocuSigned by:

[REDACTED]
44D5F98D02F64B4...

Signature of director

.....

Signature of witness

[REDACTED]
.....
B074B249E2DD450...

Name of witness

.....

Address of witness

[REDACTED]
.....

Occupation of witness

[REDACTED]
.....

Executed as a deed by **HMSL SERVICES
LIMITED** as corporate directors of
KENSINGTON CAPITAL LIMITED
acting by two directors:

Signature of director)
.....

Name of director)
.....

Signature of director)
.....

Name of director)
.....

Executed as a deed by **HMSL SERVICES
LIMITED** as corporate directors of
BELGRAVIA INVESTMENTS LIMITED
acting by two directors:

Signature of director)
.....

Name of director)
.....

Signature of director)
.....

Name of director)
.....

Executed as a deed by
acting by **THCP ADVISORY LIMITED**
acting by _____:
Partner

— DocuSigned by:

Signature of director

-9000E0E5A1E947D::

Signature of witness

Name of witness

A large black rectangular redaction box covers the bottom portion of the page, starting below the footer line and ending at the bottom edge of the page.

Address of witness

[View Details](#) | [Edit](#) | [Delete](#)

Occupation of witness

ANSWER  

Signature of authorised signatory

.....

Signature of witness

.....

Name of witness

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Address of witness

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Occupation of witness

Executed as a deed by
acting by **THCP ADVISORY LIMITED**
acting by [REDACTED] :

Signature of director

Signature of witness

Name of witness

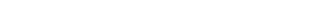
Address of witness

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Occupation of witness

Executed as a deed by
acting by **THCS IV GP S.A R.L** acting by
[REDACTED] :

Signature of authorised signatory  47B9C334BD3544C...

acting by _____:

Signature of authorised signatory 8C2D367ADD00409...