

TERM CREDIT AGREEMENT

dated as of

November 16, 2023,

among

MARS, INCORPORATED,

the LENDERS party hereto

and

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

JPMORGAN CHASE BANK, N.A.,
as Sole Lead Arranger and Sole Bookrunner

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Exhibit D-4	—	Form of U.S. Tax Compliance Certificate (For Non-U.S. Lenders that are Partnerships for U.S. Federal Income Tax Purposes)

TERM CREDIT AGREEMENT dated as of November 16, 2023 (as amended and in effect from time to time, this “Agreement”), among MARS, INCORPORATED, a Delaware corporation (the “Company”), the LENDERS party hereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

The parties hereto agree as follows:

ARTICLE I

Definitions

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

“Acquisition” means the acquisition by Bidco of control of the Target pursuant to a Scheme or an Offer and, if applicable, a Squeeze-Out Procedure in accordance with and on the terms of the relevant Acquisition Documents.

“Acquisition Completion Date” means (a) if the Acquisition is implemented by means of a Scheme, the Scheme Effective Date or (b) if the Acquisition is implemented by means of an Offer, the Unconditional Date, in each case in accordance with the terms of the relevant Acquisition Documents (excluding, for the avoidance of doubt, any Squeeze-Out Procedure that may occur after such date).

“Acquisition Documents” means (a) if the Acquisition is to be implemented by means of a Scheme, the Scheme Documents or (b) if the Acquisition is to be implemented by means of an Offer, the Offer Documents, and, in each case, any other document designated in writing as an Acquisition Document by the Administrative Agent and the Company (including, if and when applicable, any documents required to effect the Squeeze-Out Procedure).

“Acquisition Obligor” means each of the Company, the Subsidiary Guarantors and Bidco.

“Act” means the United Kingdom Companies Act 2006, as may be amended from time to time.

“Administrative Agent” means JPMorgan Chase Bank, N.A., in its capacity as administrative agent for the Lenders hereunder and under the other Loan Documents, or any successor appointed in accordance with Article VIII. Unless the context requires otherwise, the term “Administrative Agent” shall include any branch or Affiliate of JPMorgan Chase Bank, N.A. that JPMorgan Chase Bank, N.A. shall have designated for the purpose of performing any of its obligations hereunder in such capacity.

“Administrative Questionnaire” means an Administrative Questionnaire in a form supplied by the Administrative Agent.

“Affected Financial Institution” means (a) any EEA Financial Institution or (b) any U.K. Financial Institution.

“Affected Lender” has the meaning assigned to such term in Section 2.12(c).

“Affiliate” means, with respect to a specified 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.

“Agreement” has the meaning assigned to such term in the preamble hereto.

“Agreement Currency” has the meaning assigned to such term in Section 9.14(b).

“Ancillary Document” has the meaning assigned to such term in Section 9.06(b).

“Announcement” means the announcement of the Acquisition made pursuant to Rule 2.7 of the Takeover Code made by Bidco in accordance with the Takeover Code (and, if the Acquisition is subsequently proposed to be implemented by means of a Scheme or Offer, as the case may be, any revised announcement in respect thereof).

“Anti-Corruption Laws” means the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010 and all other analogous laws, rules and regulations of any jurisdiction where the Company and the Subsidiaries conduct business to the extent concerning or relating to bribery, money laundering or other unlawful payments.

“Applicable Account” means, with respect to any payment to be made to the Administrative Agent hereunder, the account specified by the Administrative Agent from time to time for the purpose of receiving payments of such type.

“Applicable Creditor” has the meaning assigned to such term in Section 9.14(b).

“Applicable Parties” has the meaning assigned to such term in Section 9.01(d).

“Applicable Rate” means, for any day, with respect to any Loan or with respect to the Ticking Fees payable on the Commitments hereunder, as the case may be, the applicable rate per annum set forth in the table below under the caption “Interest Spread” or “Ticking Fee Rate”, as the case may be, based upon the Rating from Moody’s and S&P:

<u>Moody’s / S&P Rating</u>	<u>Interest Spread</u>	<u>Ticking Fee Rate</u>
<u>Category 1</u> Aa3 / AA- or higher	0.625%	0.045%
<u>Category 2</u> A1 / A+	0.750%	0.050%
<u>Category 3</u> A2 / A	0.875%	0.070%
<u>Category 4</u> Lower than A2 / A	1.000%	0.090%

; provided that, for each Category, the Interest Spread set forth in the table above will increase by 0.250% per annum on each of the 90th day after the Initial Funding Date, the 180th day after the Initial Funding Date and the 270th day after the Initial Funding Date.

For purposes of the foregoing, (a) if Moody's or S&P shall not have in effect a Rating (other than by reason of the circumstances referred to in the last sentence of this definition), then the Applicable Rate shall be based on the Rating established by the other rating agency; (b) if both Moody's and S&P shall not have in effect a Rating (other than by reason of the circumstances referred to in the last sentence of this definition), then both rating agencies shall be deemed to have established a Rating in Category 4; (c) if the Ratings established or deemed to have been established by Moody's or S&P shall fall within different Categories, the Applicable Rate shall be based on the higher of the two Ratings, unless the Ratings differ by two or more Categories, in which case the Applicable Rate shall be based on the Category one level below that corresponding to the higher Rating; and (d) if the Rating established or deemed to have been established by Moody's or S&P shall be changed (other than as a result of a change in the rating system of Moody's or S&P), such change shall be effective as of the date on which it is first announced by such rating agency, irrespective of when notice of such change shall have been furnished by the Company to the Administrative Agent (and, if any Rating is not public, then as of the date on which it is first notified by such rating agency to the Company (the Company hereby agreeing to notify the Administrative Agent promptly of its receipt of any such notice)). Each change in the Applicable Rate shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If the rating system of Moody's or S&P shall change, or if Moody's or S&P shall cease to be in the business of rating corporate credit, the Company and the Lenders shall negotiate in good faith to amend this definition to reflect such changed rating system or the unavailability of the Rating from such rating agency and, pending the effectiveness of any such amendment, the Applicable Rate shall be determined by reference to the Rating from such rating agency most recently in effect prior to such change or cessation.

"Approved Fund" means any Person (other than a natural person or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person), that is engaged in making, purchasing, holding or investing in commercial loans and similar extensions of credit in the ordinary course and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Arranger" means the JPMorgan Chase Bank, N.A., in its capacity as the sole lead arranger and sole bookrunner for the credit facility established hereunder.

"Assignment and Assumption" means an Assignment and Assumption entered into by a Lender and an Eligible Assignee (with the consent of any Person whose consent is required by Section 9.04), and accepted by the Administrative Agent, in the form of Exhibit A or any other form approved by the Administrative Agent.

"Availability Period" means the period from and after the Effective Date to and including the last day of the Certain Funds Period, provided that Availability Period shall in any event end on the date of termination of all the Commitments.

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an interest period for any term rate or otherwise for determining the length of for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“Bail-In Legislation” means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“Balance Sheet Date” means, at any time, the date of the then most recent consolidated balance sheet of the Company delivered under Section 5.01(a) or 5.01(b) or referred to in Section 3.04.

“Bankruptcy Event” means, with respect to any Person, that such Person becomes the subject of a voluntary or involuntary bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority, provided, further, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

“Benchmark” means, initially, the Daily Simple SONIA; provided that if a Benchmark Transition Event and the related Benchmark Replacement Date have occurred with respect to the Daily Simple SONIA or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.12(b).

“Benchmark Replacement” means, for any Available Tenor, the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Company as

the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body and/or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for syndicated credit facilities denominated in Sterling at such time in the United States and (b) the related Benchmark Replacement Adjustment. If the Benchmark Replacement as determined pursuant to the above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero), that has been selected by the Administrative Agent and the Company for the applicable Corresponding Tenor giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities denominated in Sterling at such time in the United States.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Business Day”, the definition of “SONIA Business Day”, timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent determines in its reasonable discretion, in consultation with the Company, may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent determines that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of the Benchmark exists, in such other manner of administration as the Administrative Agent determines is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents and giving due regard to evolving or then-prevailing market conventions for syndicated credit facilities denominated in Sterling at such time in the United States).

“Benchmark Replacement Date” means, with respect to any Benchmark, the earlier to occur of the following events with respect to such then-current Benchmark:

- (1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event”, the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the

published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of “Benchmark Transition Event”, the first date on which such Benchmark (or the published component used in the calculation thereof) has been or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or component thereof) have been, determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if such Benchmark (or component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof), continues to be provided on such date.

For the avoidance of doubt, the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event” means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof), or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Bank of England, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof), or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof), or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Unavailability Period” means, with respect to any Benchmark, the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any other Loan Document in accordance with Section 2.12(b) and (b) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any other Loan Document in accordance with Section 2.12(b).

“Beneficial Ownership Certification” means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

“Beneficial Ownership Regulation” means 31 C.F.R. § 1010.230.

“Benefit Plan” means (a) an “employee benefit plan” (as defined in ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan”.

“Bidco” means Hive Bidco, Inc., a Delaware corporation, and any successor thereto.

“Borrowing” means Loans made on the same date.

“Borrowing Minimum” means £5,000,000.

“Borrowing Multiple” means £1,000,000.

“Borrowing Request” means a request by the Company for a Borrowing in accordance with Section 2.03, which shall be substantially in the form of Exhibit B hereto or such other form as may be approved by the Administrative Agent and the Company.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; provided that when used in connection with any Loan and any interest rate settings, fundings, disbursements, settlements or payments of any Loan, or any other dealings with respect to any Loan, the term “Business Day” shall also exclude any day that is not a SONIA Business Day.

“Capital Lease Obligations” of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP (subject to Section 1.04(b)), and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP (subject to Section 1.04(b)), and the stated maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be terminated by the lessee without premium or penalty.

“CBR Loan” means a Loan that bears interest at a rate determined by reference to the Central Bank Rate.

“CBR Spread” means, with respect to any CBR Loan at any time, the Applicable Rate at such time.

“Central Bank Rate” means the greater of (a)(i) the Bank of England’s (or any successor thereto’s) “Bank Rate” as published by the Bank of England (or any successor thereto) from time to time plus (ii) the applicable Central Bank Rate Adjustment and (b) zero.

“Central Bank Rate Adjustment” means, for any day, a rate equal to the difference (which may be a positive or negative value or zero) of (a) the average of Daily Simple SONIA for the five most recent SONIA Business Days preceding such day for which Daily Simple SONIA was available (excluding, from such average, the highest and the lowest such Daily Simple SONIA applicable during such period of five SONIA Business Days) minus (b) the Central Bank Rate in effect on the last SONIA Business Day in such period. For purposes of this definition, the term Central Bank Rate shall be determined disregarding clause (a)(ii) of the definition of such term.

“Certain Funds Period” means the period commencing on the Effective Date and ending on the earlier of:

- (a) if the Acquisition is to be implemented by means of a Scheme:
 - (i) the 10th Business Day following the date of this Agreement, if the Announcement has not been made prior to such day;
 - (ii) the date on which either the Scheme lapses or it is withdrawn with the consent of the Takeover Panel or by order of the Court unless prior to that date Bidco has made an Election to implement the Acquisition by way of an Offer and issued an Election Announcement;
 - (iii) if an application for the issuance of the Scheme Court Order is made to the Court but the Court (in its final judgment) refuses to grant the Scheme Court Order, unless prior to that date Bidco has made an Election to implement the Acquisition by way of an Offer and issued an Election Announcement;

(iv) 11:59 p.m., London time, on the day falling 15 days after the Scheme Effective Date; or

(v) the Longstop Date; or

(b) if the Acquisition is to be implemented by means of an Offer:

(i) the 10th Business Day following the date of this Agreement, if the Announcement has not been made prior to such day;

(ii) the date on which any Offer Cancellation Event occurs;

(iii) the date which is 30 days after the later of (A) the Unconditional Date and (B) the date on which the Offer has closed for further acceptances or, in each case, if Bidco has issued the requisite notices to Target Shareholders prior to such date, such longer period (but not beyond the Maturity Date) as is necessary to complete the Squeeze-Out Procedure; or

(iv) subject to clause (b)(iii) above (which, if applicable, shall mean that this clause (iv) does not apply), the Longstop Date.

For the avoidance of doubt, the Certain Funds Period shall in any event end (if not ended prior thereto pursuant to the foregoing provisions) on the Maturity Date.

“Change in Control” means those Persons who are the beneficial owners of common stock of the Company on the date of this Agreement or their spouses or descendants, or any trust or similar arrangement for the benefit of any of the foregoing, ceasing to be the “beneficial owners” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as in effect as of the date of this Agreement) of shares representing 50.1% or more of the voting power represented by the issued and outstanding Equity Interests in the Company on a fully diluted basis.

“Change in Law” means (a) the adoption or taking effect of any law, rule or regulation after the date of this Agreement, (b) any change in any law, rule or regulation or in the administration, interpretation, implementation or application thereof by any Governmental Authority after the date of this Agreement or (c) compliance by any Lender (or, for purposes of Section 2.13(b), any lending office of such Lender or such Lender’s holding company, if any) with any request, rule, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that, notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted, promulgated or issued.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commitment” means, with respect to each Lender, the commitment of such Lender to make Loans hereunder during the Availability Period, expressed as an amount representing the maximum aggregate principal amount of the Loans to be made by such Lender. The initial amount of each Lender’s Commitment is set forth on Schedule 2.01, or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Commitment, as applicable. The aggregate amount of the Commitments on the Effective Date is £375,000,000.

“Communication” means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of any Loan Party pursuant to any Loan Document or the transactions contemplated therein that is distributed by or to the Administrative Agent or any Lender by means of electronic communications pursuant to Section 9.01, including through the Platform.

“Company” has the meaning assigned to such term in the preamble hereto.

“Consolidated Net Income” means (a) for any fiscal year of the Company ended on or prior to September 12, 2017, the net income or loss of the Company and its consolidated Subsidiaries (other than Holdco and each direct or indirect subsidiary of Holdco) for such fiscal year, determined on a consolidated basis in accordance with GAAP, and (b) for any fiscal year of the Company ended after September 12, 2017, the net income or loss of the Company and its consolidated Subsidiaries for such fiscal year, determined on a consolidated basis in accordance with GAAP.

“Consolidated Net Tangible Assets” means, as of any date of determination, (a) the total assets of the Company and the Subsidiaries reflected on the then most recent consolidated balance sheet of the Company delivered under Section 5.01(a) or 5.01(b) or referred to in Section 3.04, minus (b) all current liabilities of the Company and the Subsidiaries reflected on such balance sheet and minus (c) total goodwill and other intangible assets of the Company and the Subsidiaries reflected on such balance sheet, in each case, determined on a consolidated basis in accordance with GAAP.

“Consolidated Net Worth” means, as of any date of determination, stockholders’ equity of the Company and the Subsidiaries as of such date, determined on a consolidated basis in accordance with GAAP.

“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.

“Corresponding Tenor” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“Court” means the High Court of Justice of England and Wales.

“Daily Simple SONIA” means, for any day, an interest rate per annum equal to the greater of (a) SONIA for such day (or, if such day is not a SONIA Business Day, the immediately preceding SONIA Business Day) and (b) zero. Any change in Daily Simple SONIA due to a change in SONIA shall be effective from and including the effective date of such change in SONIA. “Default” means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

“Defaulting Lender” means any Lender that (a) has failed, within two Business Days of the date required to be funded or paid, (i) to fund any portion of its Loans or (ii) to pay any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent and the Company in writing that such failure is the result of such Lender’s good faith determination that a condition precedent to funding (specifically identified in such writing, including, if applicable, by reference to a specific Default) has not been satisfied, (b) has notified any Loan Party or the Administrative Agent in writing, or has made a public statement, to the effect that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender’s good-faith determination that a condition precedent (specifically identified in such writing, including, if applicable, by reference to a specific Default) to funding a Loan cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by the Company made in good faith to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations to fund prospective Loans; provided that such Lender shall cease to be a Defaulting Lender under this clause (c) upon the Company’s receipt of such certification in form and substance satisfactory to it and the Administrative Agent, (d) has become the subject of a Bankruptcy Event or (e) has, or has a Lender Parent that has, become the subject of a Bail-In Action.

“Disqualified Equity Interest” means, with respect to any Person, any Equity Interest in such Person that by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable, either mandatorily or at the option of the holder thereof), or upon the happening of any event or condition, or at the option of the holder thereof:

(a) except in the case of Qualified Preferred Equity Interests, (i) matures or is mandatorily redeemable (other than solely for Equity Interests in such Person that do not constitute Disqualified Equity Interests and cash in lieu of fractional shares of such Equity Interests), whether pursuant to a sinking fund obligation or otherwise, or (ii) is required to be repurchased by such Person or any of its Affiliates, in whole or in part; or

(b) is convertible or exchangeable for Indebtedness or Equity Interests (other than solely for Equity Interests in such Person that do not constitute Disqualified Equity Interests and cash in lieu of fractional shares of such Equity Interests); or

(c) except in the case of Qualified Preferred Equity Interests, requires the payment of dividends or distributions (other than dividends or distributions payable solely in Equity Interests in such Person that do not constitute Disqualified Equity Interests);

in each case, on or prior to the Maturity Date.

“Domestic Subsidiary” means any Subsidiary incorporated or organized under the laws of the United States of America, any State thereof or the District of Columbia.

“Duration Fee” has the meaning assigned to such term in Section 2.10(b).

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country that is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country that is a parent of an institution described in clause (a) above or (c) any financial institution established in an EEA Member Country that is a subsidiary of an institution described in clause (a) or (b) above and is subject to consolidated supervision with its parent.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein and Norway.

“EEA Resolution Authority” means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“Effective Date” means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02).

“Election” means an election by Bidco to acquire the Target by way of an Offer or a Scheme, as applicable.

“Election Announcement” means an announcement issued by Bidco pursuant to Rule 2.7 of the Takeover Code announcing the terms of the Acquisition following an Election.

“Electronic Signature” means an electronic sound, symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

“Eligible Assignee” means (a) a Lender, (b) an Affiliate of a Lender, (c) an Approved Fund and (d) any other Person, other than, in each case, (i) a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person), (ii) a Defaulting Lender or a Lender Parent thereof or (iii) the Company or a Subsidiary or any other Affiliate of the Company or a Subsidiary.

“Environmental Laws” means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority and relating in any way to the environment, preservation or reclamation of natural resources, the management, release or threatened release of any Hazardous Material or to health and safety matters.

“Environmental Liability” means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of

the Company or any Subsidiary directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Equity Interests” means shares of capital stock, partnership interests, membership interests, beneficial interests or other ownership interests, whether voting or nonvoting, in, or interests in the income or profits of, a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any of the foregoing (other than, prior to the date of such conversion, Indebtedness that is convertible into any such Equity Interests).

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that, together with the Company, is treated as a single employer under Section 414(b) or 414(c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

“ERISA Event” means (a) any “reportable event”, as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived); (b) any failure by any Plan to satisfy the minimum funding standard (as defined in Section 412 of the Code or Section 302 of ERISA) applicable to such Plan, whether or not waived; (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by the Company or any of its ERISA Affiliates of any liability under Title IV of ERISA on the termination of any Plan; (e) the receipt by the Company or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or the court appointment of a trustee to administer any Plan; (f) the incurrence by the Company or any of its ERISA Affiliates of any liability on its withdrawal or partial withdrawal from any Plan or Multiemployer Plan; (g) the receipt by the Company or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Company or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent, within the meaning of Title IV of ERISA or in endangered or critical status, within the meaning of Section 305 of ERISA; or (h) the occurrence of a non-exempt “prohibited transaction” (within the meaning of Section 4975 of the Code or Section 406 of ERISA) concerning any Plan and with respect to which the Company or any ERISA Affiliate is a “disqualified person” (within the meaning of Section 4975 of the Code) or a party in interest (within the meaning of Section 406 of ERISA) or could otherwise be liable.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

“Events of Default” has the meaning assigned to such term in Article VII.

“Excluded Taxes” means, with respect to any Person, (a) income, franchise or other Taxes imposed on (or measured by) its net income or profits, in each case, (i) imposed by the United States of America, or by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located or in which it is otherwise doing business, or (ii) imposed as a result of a present or former connection between such recipient and the jurisdiction imposing such Tax (other than connections arising from such recipient having executed, delivered, become a party to, engaged in any transaction pursuant to, enforced or sold or assigned an interest in any Loan Document), (b) any branch profits Taxes imposed by the United States of America or any comparable Tax imposed by any foreign jurisdiction in which such recipient is located, (c) in the case of any Lender (other than an assignee pursuant to a request by the Company under Section 2.17(b)), any withholding Tax that is imposed on amounts payable to such Lender by the Company from a location in the United States of America to such Lender’s designated lending office (or to another office designated by such Lender to receive such payment) under the law in effect at the time such Lender becomes a party to this Agreement (or designates a new lending office), except in each case to the extent that such Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the Company with respect to such withholding Tax pursuant to Section 2.15(a), (d) any Taxes that are attributable to such Lender’s failure to comply with Section 2.15(f) and (e) any U.S. Federal withholding Taxes imposed under FATCA.

“Existing Credit Agreements” means the Existing Revolving Credit Agreement and the Existing Term Credit Agreement.

“Existing Revolving Credit Agreement” means (a) the Revolving Credit Agreement dated as of March 3, 2023, among the Company, the lenders party thereto and JPMorgan Chase Bank N.A., as administrative agent, and (b) the definitive documentation governing or relating to any Indebtedness that extends, renews, replaces or otherwise refinances the foregoing.

“Existing Term Credit Agreement” means (a) the Term Credit Agreement dated as of July 15, 2021, as amended as of March 6, 2023, among the Company, the lenders party thereto and JPMorgan Chase Bank N.A., as administrative agent, and (b) the definitive documentation governing or relating to any Indebtedness that extends, renews, replaces or otherwise refinances the foregoing.

“FATCA” means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b) of the Code and any law, regulation, rule or promulgation enacted in a non-U.S. jurisdiction implementing an applicable intergovernmental agreement between such non-U.S. jurisdiction and the United States with respect to the foregoing.

“Fee Letter” means the Fee Letter dated November 16, 2023, between the Company and JPMorgan Chase Bank, N.A.

“Fitch” means Fitch Ratings, Inc. and any successor to its rating agency business.

“Floor” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Daily Simple SONIA.

“Foreign Lender” means a Lender that is not a U.S. Person.

“Funding Date” means, with respect to any Loan or any Borrowing, the date on which such Loan, or the Loans comprising such Borrowing, is or are made pursuant to Section 2.01.

“GAAP” means generally accepted accounting principles in the United States of America.

“Governmental Authority” means the government of the United States of America, and any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national body exercising such powers or functions, such as the European Union or the European Central Bank).

“Guarantee” of or by any Person (the “guarantor”) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; provided, that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Guarantee at any time shall be deemed to be an amount equal to the lesser at such time of (i) the stated or determinable amount of the primary obligations in respect of which such Guarantee is made (or, if not stated or determinable, the maximum reasonably anticipated amount of the obligations in respect of which such Guarantee is made) and (ii) the maximum amount for which the guarantor may be liable pursuant to the terms of the instrument embodying such Guarantee.

“Guarantee Requirement” means, at any time, the requirement that the Administrative Agent shall have received from (a) Wrigley, (b) Holdco and (c) each other Domestic Subsidiary that is an obligor (whether as issuer, borrower or guarantor) under, and

each other Subsidiary that is a guarantor under, (i) the Existing Revolving Credit Agreement, (ii) the Existing Term Credit Agreement or (iii) any of the Senior Notes, either a counterpart of the Subsidiary Guarantee Agreement or a supplement to the Subsidiary Guarantee Agreement in the form specified therein, duly executed and delivered on behalf of such Subsidiary.

“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“Hedging Agreement” means any interest rate protection agreement, foreign currency exchange agreement, commodity price protection agreement or other interest or currency exchange rate or commodity price hedging arrangement.

“Holdco” means New Uno Holdings Corporation, a Delaware corporation and a subsidiary of the Company.

“Indebtedness” of any Person means, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, other than deposits or advances in the ordinary course of business, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person (excluding current accounts payable and trade accounts incurred and accrued expenses arising in the ordinary course of business), (d) all obligations of such Person in respect of the deferred purchase price of property or services (excluding current accounts payable and trade accounts incurred and accrued expenses arising in the ordinary course of business), (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed by such Person, (f) all Guarantees by such Person of Indebtedness of others, (g) all Capital Lease Obligations of such Person, (h) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty and (i) all obligations, contingent or otherwise, of such Person in respect of bankers’ acceptances. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person’s ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

“Indemnified Taxes” means Taxes other than Excluded Taxes and Other Taxes.

“Indemnitee” has the meaning assigned to such term in Section 9.03(b).

“Initial Funding Date” means the first date on which Loans are made hereunder.

“Interest Payment Date” means, with respect to each Loan or Borrowing, each date that is five Business Days after the numerically corresponding day in each calendar month

that is one month after the Funding Date with respect to such Loan or Borrowing (or, if there is no such numerically corresponding day in such month, then the last day of such month).

“IRS” means the United States Internal Revenue Service.

“Judgment Currency” has the meaning assigned to such term in Section 9.14(b).

“Lender Parent” means, with respect to any Lender, any Person in respect of which such Lender is a subsidiary.

“Lender-Related Person” has the meaning assigned to such term in Section 9.03(e).

“Lenders” means the Persons listed on Schedule 2.01 and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that shall have ceased to be a party hereto pursuant to an Assignment and Assumption.

“Lien” means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

“Loan Documents” means this Agreement, the Subsidiary Guarantee Agreement and any promissory notes issued pursuant to Section 2.07(e).

“Loan Party” means each of the Company and each Subsidiary Guarantor.

“Loans” means the loans made by the Lenders to the Company pursuant to Section 2.01.

“Longstop Date” means the date that is on the numerically corresponding day that is eight months after the date of the first Announcement (or, if there is no such numerically corresponding day in such month, then the last day of such month).

“Major Default” means, in each case with respect to an Acquisition Obligor only (and disregarding (a) any member of the Target Group, (b) any procuring obligation on the part of any Acquisition Obligor in respect of a Person that is not an Acquisition Obligor and (c) any reference or application to any Subsidiary that is not an Acquisition Obligor), any Event of Default under clause (c) of Article VII (but only insofar as it relates to a representation or warranty that is a Major Representation), clauses (a), (b) (but only as a result of a failure to pay interest on any Loan or any Duration Fees), (h), (i), (j) or (m) of Article VII or clause (d) or (e) of Article VII (but, in the case of such clause (d) or (e), only insofar as it relates to a failure to observe or perform a Major Undertaking).

“Major Representation” means, with respect to an Acquisition Obligor only (and disregarding (a) any member of the Target Group, (b) any procuring obligation on the part of any Acquisition Obligor in respect of a Person that is not an Acquisition Obligor and (c) any reference or application to any Subsidiary that is not an Acquisition Obligor), a representation or warranty under any of Section 3.01 (but only with respect to the representation and warranty in the first sentence thereof as to due organization and valid existence of the Loan Parties), 3.02 (only insofar as it relates to the Loan Documents and the Transactions) and 3.03 (only insofar as it relates to the Loan Documents and the Transactions and, in the case of Section 3.03(c), solely as to the charter, by-laws or comparable organizational documents of any Loan Party, the Existing Credit Agreements and the Senior Notes).

“Major Undertaking” means, in respect to an Acquisition Obligor only (and disregarding (a) any member of the Target Group, (b) any procuring obligation on the part of any Acquisition Obligor in respect of a Person that is not an Acquisition Obligor and (c) any reference or application to any Subsidiary that is not an Acquisition Obligor), an undertaking under any of Section 5.09, 6.01, 6.02(a) (only as to the Company), 6.02(b), 6.05, 6.06 or clause (b)(i), (b)(ii) or (c) of Section 5.10.

“Material Adverse Effect” means a material adverse effect on (a) the business, assets, liabilities or financial condition of the Company and the Subsidiaries, taken as a whole, (b) the ability of the Loan Parties, taken as a whole, to perform their payment obligations under the Loan Documents or (c) the rights of or benefits available to the Lenders under this Agreement or the Subsidiary Guarantee Agreement.

“Material Indebtedness” means Indebtedness (other than the Loans) of any one or more of the Company and its Subsidiaries in an aggregate principal amount exceeding US\$300,000,000.

“Material Subsidiary” means any Subsidiary that is a “significant subsidiary” of the Company as defined in Rule 1-02(w) of Regulation S-X of the Securities and Exchange Commission, as such rule may be amended or modified and in effect from time to time, with all references to “10 percent” contained therein being deemed to be references to “5 percent”.

“Maturity Date” means December 16, 2024.

“Moody’s” means Moody’s Investors Service, Inc. and any successor to its rating agency business.

“Multiemployer Plan” means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“Nationally Recognized Rating Agency” means S&P, Moody’s, Fitch or any other nationally recognized rating agency that rates debt securities having a maturity at original issuance of at least one year.

“Net Debt Ratio” means, at any time, the ratio of Total Funded Net Debt at such time to Consolidated Net Worth at such time.

“Obligations” means (a) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans made to the Company, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (b) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Company or the Subsidiary Guarantors under the Loan Documents.

“Offer” means a takeover offer (as defined in Chapter 3 of Part 28 of the Act) to be made by Bidco to acquire the entire issued and to be issued share capital of the Target with a minimum acceptance threshold of more than 50% of all of the Target Shares not owned by it at the date of the offer (within the meaning of Section 975 of the Act) made or to be made in accordance with the Offer Documents.

“Offer Cancellation Event” means, if the Acquisition is implemented by means of an Offer, that (a) an Offer lapses or is withdrawn or (b) the Offer Document is not published within 28 days following the date of the Announcement (or such longer period as the Takeover Panel may agree) .

“Offer Documents” means, if the Acquisition is implemented by means of an Offer, the offer document sent or to be sent by Bidco to the Target Shareholders (and any other Persons with information rights), and otherwise made available to such Persons and in the manner required by Rule 24.1 of the Takeover Code.

“Offer Press Release” means, if the Acquisition is implemented by means of an Offer, the public announcement issued or to be issued by Bidco confirming that the Offer is wholly unconditional.

“Other Taxes” means any and all present or future stamp or documentary Taxes or any other similar excise or property Taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement, other than any such Taxes that arise as a result of the assignment or participation of any rights or obligations under this Agreement in accordance with Section 9.04 (other than an assignment made pursuant to Section 2.17(b)).

“Participant” has the meaning assigned to such term in Section 9.04(e).

“Participant Register” has the meaning assigned to such term in Section 9.04(e).

“PATRIOT Act” means the USA PATRIOT Act (Title III of Pub. L. 107-56, signed into law October 26, 2001).

“Payment” has the meaning assigned to such term in Article VIII.

“Payment Notice” has the meaning assigned to such term in Article VIII.

“Payment Return Deficiency” has the meaning assigned to such term in Article VIII.

“PBGC” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

“Permitted Encumbrances” means:

(a) Liens imposed by law for taxes that are not yet due or are being contested in compliance with Section 5.06;

(b) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s, vendor’s, landlords’ and other like Liens imposed by law, arising in the ordinary course of business and, if they relate to a material amount, securing obligations that are not more than 90 days overdue or are being contested in compliance with Section 5.06;

(c) pledges and deposits made in the ordinary course of business in compliance with workers’ compensation, unemployment insurance and other social security laws or regulations;

(d) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety, indemnity, release and appeal bonds, performance bonds, fee and expense arrangements with trustees and fiscal agents and other obligations of a like nature, in each case in the ordinary course of business;

(e) attachment, judgment or similar liens in respect of judgments that do not constitute an Event of Default under clause (k) of Article VII;

(f) imperfections of title, covenants, general real estate taxes and assessments not delinquent, easements, restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Company and the Subsidiaries, taken as a whole;

(g) the rights of collecting banks or other financial institutions having a right of setoff, revocation, refund or chargeback with respect to money or instruments on deposit with or in the possession of such financial institution;

(h) leases or subleases granted to others not interfering in any material respect with the business of the Company and the Subsidiaries, taken as a whole, and any interests or title of a lessor under any lease (whether a capital lease or an operating lease) permitted by this Agreement;

(i) Liens on accounts receivable for which attempts at collection have been undertaken by a third party authorized by the Person owning such accounts receivable;

(j) Liens arising from the granting of a license to enter into or use any asset of the Company or any Subsidiary to any Person in the ordinary course of business that does not

interfere in any material respect with the business of the Company and the Subsidiaries, taken as a whole;

(k) Liens attaching solely to cash earnest money deposits made by the Company or any Subsidiary in connection with any letter of intent or purchase agreement entered into it in connection with an acquisition permitted hereunder;

(l) Liens arising from precautionary UCC financing statements regarding operating leases and capital leases permitted by this Agreement;

(m) Liens arising by operation of law on insurance policies and proceeds thereof to secure premiums thereunder; and

(n) Liens encumbering goods and documents of title with respect to such goods and arising in the ordinary course of business in connection with the issue of documentary letters of credit, in each case not incurred or made in connection with the borrowing of money or the obtaining of advances or similar credit, and Liens arising out of title retention provisions in a supplier's standard condition of supply of goods acquired in the ordinary course of business;

provided that the term "Permitted Encumbrances" shall not include any Lien securing Indebtedness.

"Permitted Investments" means liquid and marketable securities held as investments and eligible for inclusion in the "Investments" line item under the heading "Current Assets" on a consolidated balance sheet of the Company prepared in a manner consistent with the consolidated balance sheets delivered prior to the Effective Date and referred to in Section 3.04; provided that such securities do not serve as collateral for any obligation of the Company or any Subsidiary and the full fair market value of such securities is, or would be upon the sale of such securities, otherwise available to the Company in cash on an unrestricted basis.

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

"Plan" means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which the Company or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Platform" has the meaning assigned to such term in Section 9.01(d).

"Priority Debt" means (a) Secured Debt (including Secured Debt secured by Liens permitted by Section 6.01) and (b) Indebtedness of Subsidiaries that are not Subsidiary Guarantors (other than intercompany Indebtedness owed to the Company or any Subsidiary).

"Pro Forma Compliance" means, in respect of any Restricted Payment or any other transaction in respect of which Pro Forma Compliance is to be determined hereunder,

compliance with Section 6.07 as of the Balance Sheet Date giving pro forma effect to (a) such Restricted Payment or other transaction, as the case may be, and (b) all Restricted Payments and other such transactions, all incurrences and repayments of Indebtedness and all issuances of Equity Interests of the Company, in each case made, purchased, acquired or completed after the Balance Sheet Date and on or prior to the date of such Restricted Payment or other transaction, in each case as if they had occurred on the Balance Sheet Date.

“PTE” means a prohibited transaction class exemption issued by the Department of Labor, as any such exemption may be amended from time to time.

“Qualified Preferred Equity Interests” means preferred stock in the capital of the Company that by its terms, upon the death of the holder thereof, is mandatorily redeemable by the Company at the option of (a) the estate of such holder or (b) other fiduciary acting for the benefit of such beneficial owner.

“Rating” means, with respect to any Nationally Recognized Rating Agency, (a) if such Nationally Recognized Rating Agency shall have a published rating of the Company’s corporate credit, such published rating by such Nationally Recognized Rating Agency, and (b) if such Nationally Recognized Rating Agency shall not have such a published rating, any confidential or private rating by such Nationally Recognized Rating Agency of the Company’s corporate credit. So long as any rating shall be a confidential or private rating, the Company shall provide the applicable Nationally Recognized Rating Agency with such financial information with respect to the Company and the Subsidiaries as it has provided to such Nationally Recognized Rating Agency on a historical basis and shall request that such Nationally Recognized Rating Agency reissue such rating if such Nationally Recognized Rating Agency feels that the new information would cause it to change its rating (and in any event the Company shall cause such rating to be reissued by such Nationally Recognized Rating Agency at least once during each 12-month period), and the Company shall pay any fees related to the foregoing. The Company shall promptly provide a copy of each such rating to the Administrative Agent and the Lenders. At any time when any such rating shall not have been so reissued and provided, the Company shall be deemed not to have a rating under clause (b) above by such Nationally Recognized Rating Agency in effect.

“Register” has the meaning assigned to such term in Section 9.04.

“Registrar” means Companies House, the registrar of companies for England and Wales.

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

“Related Parties” means, with respect to any specified Person, such Person’s Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person’s Affiliates.

“Relevant Governmental Body” means the Bank of England, or a committee officially endorsed or convened by the Bank of England or, in each case, any successor thereto.

“Required Lenders” means, at any time, Lenders having Loans and Commitments which represent more than 50% of the aggregate principal amount of the Loans and the aggregate amount of Commitments outstanding or in effect at such time.

“Resolution Authority” means an EEA Resolution Authority or, with respect to any U.K. Financial Institution, a U.K. Resolution Authority.

“Responsible Officer” means, with respect to any Person, the chairman of the board, the president, any executive vice president, the vice president of finance and administration, the chief executive officer or the chief operating officer or any other duly authorized officer (regardless of the title of such officer), and, in respect of financial or accounting matters, the chief financial officer, the vice president of finance and administration, or the treasurer, or any other duly authorized officer (regardless of the title of such officer).

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property, but excluding dividends and distributions payable solely in Equity Interests (other than Disqualified Equity Interests) of the Company) with respect to any Equity Interests in the Company, or any payment (whether in cash, securities or other property, but excluding any payment solely in Equity Interests (other than Disqualified Equity Interests) of the Company), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Equity Interests in the Company.

“S&P” means Standard & Poor’s Rating Services, a Standard & Poor’s Financial Services LLC business, and any successor to its rating agency business.

“Sanctioned Country” means, at any time, a country, region or territory that is, or whose government is, itself the subject or target of any Sanctions (at the date of this Agreement, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, the Crimea, Zaporizhzhia and Kherson Regions of Ukraine, Cuba, Iran, North Korea and Syria).

“Sanctioned Person” means, at any time, (a) any Person listed in any Sanctions-related list maintained by the U.S. Department of the Treasury, including its Office of Foreign Assets Control, the U.S. Department of State, the U.S. Department of Commerce, the United Nations Security Council, the European Union, any European Union Member State or His Majesty’s Treasury of the United Kingdom, (b) any Person operating, organized or resident in a Sanctioned Country or (c) to the knowledge of the Company or any Subsidiary, any Person controlled or owned 50% or more by any Person or Persons described in the preceding clauses (a) and (b).

“Sanctions” means economic or financial sanctions or trade embargoes or restrictive measures enacted, imposed, administered or enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the U.S. Department of Commerce, the U.S. Department of the Treasury, the United Nations Security Council, the European Union, any European Union member state or His Majesty’s Treasury of the United Kingdom.

“Scheme” means an English law governed scheme of arrangement effected under part 26 of the Act between the Target and the Target Shareholders to implement the Acquisition with or subject to any modification, additions or condition approved by or imposed by the Court.

“Scheme Circular” means, if the Acquisition is implemented by means of a Scheme, a circular (including any supplementary circular) issued by the Target addressed to the Target Shareholders containing, inter alia, the details of the Acquisition, the Scheme and the notice convening the Target General Meeting.

“Scheme Court Order” means, if the Acquisition is implemented by means of a Scheme, the order of the Court sanctioning the Scheme pursuant to section 899 of the Act.

“Scheme Documents” means each of the Scheme Circular and the Scheme Court Order.

“Scheme Effective Date” means, if the Acquisition is implemented by means of a Scheme, the date on which the Scheme becomes effective.

“Scheme Resolutions” means the resolutions of the Target referred to and substantially in the form set out in the Scheme Circular.

“Secured Debt” means the aggregate amount of Indebtedness (other than Indebtedness described in the parenthetical to clause (e) of the definition of such term) and obligations in respect of Hedging Agreements of the Company and the Subsidiaries on a consolidated basis that is secured by or has the benefit of, or arises in connection with, a Lien on any property or assets of the Company or any Subsidiary.

“Senior Notes” means (a) the senior notes described on Schedule 1.01, (b) any other senior notes of the Company incurred or outstanding on or after the date of this Agreement, (c) any existing or future senior notes of any Subsidiary of the Company to the extent guaranteed by the Company and (d) any other Indebtedness that extends, renews, replaces or otherwise refinances any of the foregoing.

“SONIA” means, with respect to any Business Day, a rate per annum equal to the Sterling Overnight Index Average for such Business Day published by the SONIA Administrator on the SONIA Administrator’s Website on the immediately succeeding Business Day.

“SONIA Administrator” means the Bank of England (or any successor administrator of the Sterling Overnight Index Average).

“SONIA Administrator’s Website” means the Bank of England’s website, currently at <http://www.bankofengland.co.uk>, or any successor source for the Sterling Overnight Index Average identified as such by the SONIA Administrator from time to time.

“SONIA Business Day” means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which banks are closed for general business in London.

“Squeeze-Out Procedure” means, if the Acquisition is implemented by means of an Offer and if applicable, the procedure to be implemented following the Unconditional Date under Chapter 3 of Part 28 of the Act to acquire all of the outstanding Target Shares which Bidco has not acquired, contracted to acquire or in respect of which it has not received valid acceptances.

“Sterling” or “£” means the lawful money of the United Kingdom.

“subsidiary” means, with respect to any Person (the “parent”) at any date, any corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

“Subsidiary” means any subsidiary of the Company.

“Subsidiary Guarantee Agreement” means the Subsidiary Guarantee Agreement substantially in the form of Exhibit C hereto, together with all supplements thereto.

“Subsidiary Guarantor” means Holdco, Wrigley and each other Subsidiary that is a party to and a guarantor under the Subsidiary Guarantee Agreement.

“Takeover Code” means the UK City Code on Takeovers and Mergers, as administered by the Takeover Panel and as amended from time to time.

“Takeover Panel” means the UK Panel on Takeovers and Mergers.

“Target” means Hotel Chocolat Group Plc, a company under the laws of England and Wales with registered number 08612206.

“Target General Meeting” means the general meeting of the shareholders of the Target (and any adjournment thereof) to be convened in connection with the Scheme for the purpose of considering, and, if thought fit, approving the shareholder resolutions necessary to enable the Target to implement the Acquisition by means of the Scheme.

“Target Group” means the Target and its subsidiaries.

“Target Shareholders” means the holders of Target Shares.

“Target Shares” means the ordinary shares in the capital of the Target.

“Taxes” means any and all present or future taxes (including value added taxes and stamp taxes), levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Test Date” means the last day of each fiscal quarter of the Company.

“Ticking Fee” has the meaning assigned to such term in Section 2.10(a).

“Ticking Fee Accrual Period” has the meaning assigned to such term in Section 2.10(a).

“Total Funded Debt” means, as of any date, the sum of all Indebtedness of the Company and the Subsidiaries of the types referred to in clauses (a), (b), (d), (f), (g) and (i) of the definition of the term “Indebtedness” (exclusive of intercompany Indebtedness owed to the Company or any Subsidiary).

“Total Funded Net Debt” means, as of any date, Total Funded Debt as of such date, net of all Unrestricted Cash and Permitted Investments as of such date of the Company and the Subsidiaries.

“Transactions” means the execution, delivery and performance of the Loan Documents by each of the Loan Parties intended to be party thereto, the borrowing of the Loans and the use of proceeds thereof.

“Treasury Regulations” means the U.S. federal income tax regulations promulgated under the Code.

“U.K. Financial Institution” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any Person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain Affiliates of such credit institutions or investment firms.

“U.K. Resolution Authority” means the Bank of England or any other public administrative authority having responsibility for the resolution of any U.K. Financial Institution.

“Unadjusted Benchmark Replacement” means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

“Unconditional Date” means the date on which the Offer is declared or becomes wholly unconditional.

“Unrestricted Cash” means, as of any date, unrestricted cash and cash equivalents owned by the Company and the Subsidiaries that are not, and are not presently required under the terms of any agreement or other arrangement in effect on such date to be, (a) pledged to or held in one or more accounts under the control of one or more creditors of the Company or any Subsidiary or (b) otherwise segregated from the general assets of the Company and the Subsidiaries, in one or more special accounts or otherwise, for the purpose of securing or providing a source of payment for Indebtedness or other obligations that are or from time to time may be owed to one or more creditors of the Company or any Subsidiary. It is agreed that cash and cash equivalents held in ordinary deposit or security accounts and not subject to any existing or contingent restrictions on transfer by the Company or a Subsidiary will not be excluded from Unrestricted Cash by reason of setoff rights created by law or by applicable account agreements

in favor of the depository institutions or security intermediaries, or by reason of being subject to other Permitted Encumbrances described in clause (g) of the definition of such term that arise under applicable law.

“US Dollars” or “US\$” means the lawful currency of the United States of America.

“U.S. Person” means a “United States person” within the meaning of Section 7701(a)(30) of the Code.

“U.S. Tax Compliance Certificate” has the meaning assigned to such term in Section 2.15(f)(ii)(B)(3).

“Withdrawal Liability” means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

“Wrigley” means Wm. Wrigley Jr. Company, a Delaware corporation and a subsidiary of the Company.

“Write-Down and Conversion Powers” means (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any U.K. Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of such Person or any other Person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

SECTION 1.02. [Reserved].

SECTION 1.03. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document (including any Loan Document) herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns (subject to any restrictions on assignment set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (c) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to

this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles and Sections shall be construed to refer to Articles and Sections of this Agreement, (e) all references herein to Exhibits and Schedules shall be construed to refer to the Exhibits and Schedules to this Agreement and (f) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all real and personal, tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 1.04. Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if the Company notifies the Administrative Agent that the Company requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Company that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. In the event of any such change in GAAP, the parties hereto agree to enter into good faith negotiations in order to amend such provisions requested to be amended by the Company or the Required Lenders so as to equitably reflect such changes with the desired result that the criteria for evaluating compliance with the terms of this Agreement shall be the same as if such changes had not been made. For purposes of determining the amount of Indebtedness outstanding hereunder or determining Consolidated Net Tangible Assets or Consolidated Net Worth, no effect shall be given to (a) any election by the Company to measure an item of Indebtedness using fair value (as permitted by Financial Accounting Standards Board Accounting Standards Codification 825-10-25 (formerly known as FASB 159) or any similar accounting standard) or (b) any change in accounting for leases pursuant to GAAP resulting from the adoption of Financial Accounting Standards Board ASU No. 2016-02, Leases (Topic 842), to the extent such adoption would require treating any lease (or similar arrangement) as a capital lease where such lease (or similar arrangement) would not have been required to be so treated under GAAP as in effect on January 2, 2016.

SECTION 1.05. Currency Translation. For purposes of any determination under Article V, Article VI (other than Sections 6.05 and 6.07) or Article VII or any determination under any other provision of this Agreement expressly requiring the use of a current exchange rate, all amounts incurred, outstanding or proposed to be incurred or outstanding in currencies other than US Dollars shall be translated into US Dollars at currency exchange rates in effect on the date of such determination. For purposes of Sections 6.05 and 6.07, amounts in currencies other than US Dollars shall be translated into US Dollars at the currency exchange rates used in preparing the Company’s most recently delivered financial statements.

SECTION 1.06. Interest Rates; Benchmark Rate Notification. The interest rate on a Loan may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 2.12(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any

responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including, without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its Affiliates and/or other related Persons may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or alternative rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Company. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Company, any Lender or any other Person for liabilities of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

SECTION 1.07. Divisions. For all purposes under this Agreement, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its Equity Interests at such time.

SECTION 1.08. Effectuation of Transactions. Without prejudice and subject to Section 4.03, all references herein to the Company and the Subsidiaries on each Funding Date shall be deemed to be references to such Persons, and all of the representations and warranties of the Company contained in this Agreement shall be deemed made on each Funding Date, in each case, after giving effect to the Acquisition and the related transactions, unless the context otherwise expressly requires.

ARTICLE II

The Credits

SECTION 2.01. Commitments. Subject to the terms and conditions set forth herein, each Lender agrees to make Loans, in Sterling, to the Company from time to time during the Availability Period, provided that (a) the principal amount of each Loan made by any Lender shall not exceed such Lender's Commitment as in effect immediately prior to the making of such Loan and (b) all Loans made pursuant to this Section 2.01 shall be made on no more than five Funding Dates. Amounts repaid or prepaid in respect of Loans may not be reborrowed.

SECTION 2.02. Loans and Borrowings. (a) Each Loan shall be made as part of a Borrowing consisting of Loans made by the Lenders ratably in accordance with their respective

Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) Each Lender at its option may make any Loan to the Company by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Company to repay such Loan in accordance with the terms of this Agreement.

(c) Each Borrowing shall be in an aggregate amount that is an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum; provided that any Borrowing may be in an aggregate amount that is equal to the entire unused balance of the total Commitments.

SECTION 2.03. Requests for Borrowings. To request a Borrowing, the Company shall notify the Administrative Agent of such request by delivery of a written Borrowing Request signed by an authorized officer of the Company not later than 11:00 a.m., New York City time, one Business Day prior to the date of the proposed Borrowing (or such shorter period of time as may be agreed to by the Administrative Agent). Each Borrowing Request shall be irrevocable; provided that any Borrowing Request may state that it is conditioned upon any event specified therein relating to the Acquisition, in which case such Borrowing Request may be revoked by the Company (by written notice to the Administrative Agent on or prior to the proposed Funding Date, but not after the time by which Lenders are required to make Loans hereunder), if such condition has not been satisfied. Each Borrowing Request shall specify the following information in compliance with Section 2.02:

- (i) the principal amount such Borrowing;
- (ii) the date of such Borrowing, which shall be a Business Day; and
- (iii) the location and number of the Company's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.04.

Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

SECTION 2.04. Funding of Borrowings. (a) Each Lender shall make each Loan to be made by such Lender hereunder on the proposed date thereof by wire transfer of immediately available funds in Sterling to the Applicable Account of the Administrative Agent by 12:00 noon, New York City time. The Administrative Agent will make such Loans available to the Company by promptly crediting the amounts so received, in like funds, to an account of the Company maintained with the Administrative Agent in New York or London, or to an account maintained with another bank reasonably satisfactory to the Administrative Agent, and, in any case, as designated by the Company in the applicable Borrowing Request.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the Company a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Company severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Company to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Company, the interest rate applicable to the subject Loan. If the Company and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Company the amount of such interest paid by the Company for such period. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing. Any payment by the Company shall be without prejudice to any claim the Company may have against a Lender that shall have failed to make such payment to the Administrative Agent.

SECTION 2.05. [Reserved].

SECTION 2.06. Termination or Reduction of Commitments. (a) Unless previously terminated, (i) the Commitment of each Lender shall reduce automatically and without further action upon the making by such Lender of any Loan by an amount equal to the principal amount of such Loan and (ii) the Commitments shall automatically terminate on and without further action on 5:00 p.m., New York City time, on the last Business Day of the Certain Funds Period.

(b) The Company may at any time terminate, or from time to time reduce, the aggregate amount of the Commitments; provided that each reduction of the Commitments shall be in an amount that is an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum.

(c) The Company shall notify the Administrative Agent of any election to terminate or reduce the Commitments under paragraph (b) of this Section at least three Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Company pursuant to paragraph (b) of this Section shall be irrevocable; provided that a notice of termination of the Commitments delivered by the Company may state that such notice is conditioned upon any event specified in such notice, in which case such notice may be revoked by the Company (by written notice to the Administrative Agent on or prior to the specified effective date), if such condition has not been satisfied. Any termination or reduction of the Commitments shall be permanent. Each reduction of the Commitments shall be made ratably among the Lenders in accordance with their respective Commitments.

SECTION 2.07. Repayment of Loans; Evidence of Debt. (a) The Company hereby unconditionally promises to pay to the Administrative Agent, for the account of each Lender, the then unpaid principal amount of each Loan of such Lender on the Maturity Date, together with all interest accrued thereon under Section 2.11. The Company will pay the principal amount of each Loan and all accrued interest on such Loan in Sterling.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Company to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from the Company to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Company to repay the Loans in accordance with the terms of this Agreement.

(e) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Company shall prepare, execute and deliver to such Lender a promissory note payable to such Lender and its registered assigns and in a form approved by the Administrative Agent and the Company. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form payable to the payee named therein and its registered assigns.

SECTION 2.08. [Reserved].

SECTION 2.09. Prepayment of Loans. (a) The Company shall have the right at any time and from time to time to prepay the Loans in whole or in part, subject to the requirements of this Section.

(b) The Company shall notify the Administrative Agent by telephone (promptly confirmed by email) of any prepayment hereunder not later than 11:00 a.m., New York City time, three Business Days before the date of such prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the aggregate principal amount of the Loans to be prepaid; provided that a notice of optional prepayment of Loans may state that such notice is conditioned upon the occurrence of one or more events specified therein, in which case such notice may be revoked by the Company (by notice to the Administrative Agent on or prior to the specified date of prepayment) if such condition is not satisfied. Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of the Loans shall be in an amount that is an integral multiple of the

Borrowing Multiple and not less than the Borrowing Minimum. Each prepayment of Loans shall be applied ratably to the Loans of the Lenders. Prepayments shall be accompanied by accrued interest on the amount prepaid. Any payment or prepayment by the Company to the Administrative Agent shall be deemed to constitute payment of such amount to the Lenders.

SECTION 2.10. Fees. (a) The Company agrees to pay to the Administrative Agent in Sterling, for the account of each Lender, a ticking fee (the “Ticking Fee”), which shall accrue at the Applicable Rate on the daily amount of the Commitment of such Lender during the period that (i) commences on the Effective Date and (ii) ends on the date on which the Commitment of such Lender terminates (the “Ticking Fee Accrual Period”). Accrued Ticking Fees shall be payable in arrears on the first Business Day immediately following the last day of the Ticking Fee Accrual Period. The Ticking Fees shall be computed on the basis of a year of 360 days, and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) The Company agrees to pay to the Administrative Agent in Sterling, for the account of each Lender, on each of the dates set forth below a duration fee (the “Duration Fee”) equal to the applicable percentage set forth below of the aggregate principal amount of such Lender’s Loans outstanding on such date:

<u>Date</u>	<u>Duration Fee Percentage</u>
90 days after the Initial Funding Date	0.500%
180 days after the Initial Funding Date	0.750%
270 days after the Initial Funding Date	1.000%

(c) The Company agrees to pay to the Administrative Agent, for the account of the Lenders entitled thereto, fees payable in the amounts and at the times set forth in the Fee Letter.

(d) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent for distribution to the applicable Lenders. Fees paid shall not be refundable under any circumstances.

SECTION 2.11. Interest. (a) The Loans shall bear interest at the Daily Simple SONIA plus the Applicable Rate.

(b) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Company hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, 2% per annum plus the rate otherwise applicable to such Loan as provided in paragraph (a)

of this Section or (ii) in the case of any other amount, 2% per annum plus the rate that is applicable to the Loans as provided in paragraph (a) of this Section.

(c) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and on the Maturity Date; provided that (i) interest accrued pursuant to paragraph (b) of this Section shall be payable on demand and (ii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment. All interest shall be payable in Sterling.

(d) All interest hereunder shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Daily Simple SONIA shall be determined by the Administrative Agent, and such determination shall be presumptively correct absent manifest error.

SECTION 2.12. Alternate Rate of Interest; Illegality. (a) Subject to Section 2.12(b), if:

(i) the Administrative Agent determines (which determination shall be presumptively correct absent manifest error) at any time, that adequate and reasonable means do not exist for ascertaining the Daily Simple SONIA; or

(ii) the Administrative Agent is advised in good faith by the Required Lenders at any time, that the Daily Simple SONIA will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans;

then the Administrative Agent shall give notice thereof to the Company and the Lenders (which may be by telephone) as promptly as practicable thereafter and, until the Administrative Agent notifies the Company and the Lenders that the circumstances giving rise to such notice no longer exist, any Borrowing Request shall be deemed to be a request for Loans that bear interest as provided in the next sentence. Furthermore, if any Loan is outstanding on the date of the Company's receipt of the notice from the Administrative Agent referred to in this Section 2.12(a), then until the Administrative Agent notifies the Company and the Lenders that the circumstances giving rise to such notice no longer exist, each Loan shall convert to, and shall constitute, a CBR Loan that bears interest at the Central Bank Rate plus the CBR Spread; provided that if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate cannot be determined, each Loan shall be prepaid in full by the Company on the day that the Company receives notice thereof from the Administrative Agent.

(b) (i) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred in respect of any setting of the then-current Benchmark, the Administrative Agent and the Company will amend this Agreement to replace such Benchmark with a Benchmark Replacement for all purposes hereunder and under any other Loan Document in respect of any Benchmark setting. Any such amendment will become effective at or after 5:00 p.m., New York

City time, on the fifth Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any further action or consent of any other party to this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(ii) Notwithstanding anything to the contrary herein or in any other Loan Document, the Administrative Agent, in consultation with the Company, will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.

(iii) The Administrative Agent will promptly notify the Company and the Lenders of (A) any occurrence of a Benchmark Transition Event, (B) the implementation of any Benchmark Replacement, (C) the effectiveness of any Benchmark Replacement Conforming Changes and (D) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.12, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their reasonable discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.12.

(iv) [Reserved].

(v) Upon the Company's receipt of notice of the commencement of a Benchmark Unavailability Period, the Company may revoke any request for a Borrowing to be made during any Benchmark Unavailability Period and, failing that, any request for a Borrowing shall be deemed to be a request for Loans that bear interest as provided in the next sentence. Furthermore, if any Loan is outstanding on the date of the Company's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to the Daily Simple SONIA, then until such time as a Benchmark Replacement is implemented pursuant to this Section 2.12(b), each Loan shall convert to, and shall constitute, a CBR Loan that bears interest at the Central Bank Rate plus the CBR Spread; provided that if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for Sterling cannot be determined, each Loan shall be prepaid in full by the Company on the day that the Company receives notice thereof from the Administrative Agent.

(c) Notwithstanding any other provision of this Agreement, in the event the Company shall consolidate with or merge into any other Person in a transaction permitted by Section 6.02, and if (i) the surviving Person in such transaction is organized and existing under the laws of a jurisdiction other than the United States of America or a state thereof or the District

of Columbia and (ii) it would be unlawful under the laws of such jurisdiction for any Lender (an “Affected Lender”) to make Loans to such surviving Person, then such Affected Lender shall have no further obligation to make Loans to such surviving Person.

SECTION 2.13. Increased Costs. (a) Subject to Section 2.17, if any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender; or

(ii) subject any Lender or the Administrative Agent to any Taxes on its loans, loan principal, letters of credit, commitments or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto (other than (A) Excluded Taxes, (B) Taxes imposed on or with respect to any payment made by or on account of any obligation of the Company hereunder and (C) Other Taxes); or

(iii) impose on any Lender or the applicable offshore interbank market any other condition (other than Taxes) affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost (other than lost profits) to such Lender or the Administrative Agent of making or maintaining any Loan (or of maintaining its obligation to make any Loan) or to reduce the amount of any sum received or receivable by such Lender or the Administrative Agent hereunder (whether of principal, interest or otherwise), then, from time to time upon request of such Lender or the Administrative Agent, the Company will pay to such Lender or the Administrative Agent, as the case may be, such additional amount or amounts as will compensate such Lender or the Administrative Agent, as the case may be, for such additional costs incurred or reduction suffered.

(b) Subject to Section 2.17, if any Lender determines that any Change in Law regarding capital or liquidity requirements has had or would have the effect of reducing the rate of return on such Lender’s capital or on the capital of such Lender’s holding company, if any, as a consequence of this Agreement or the Commitment of or the Loans made by such Lender to a level below that which such Lender or such Lender’s holding company could have achieved but for such Change in Law (taking into consideration such Lender’s policies and the policies of such Lender’s holding company with respect to capital adequacy and liquidity), then, from time to time upon request of such Lender, the Company will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender’s holding company for any such reduction suffered.

(c) A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be promptly delivered to the Company and shall contain a statement setting forth in reasonable detail the basis for requesting such amount and shall be presumptively correct absent manifest error. The Company shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof. Notwithstanding the

foregoing, no Lender shall be entitled to seek compensation for additional amounts or costs resulting from the Dodd-Frank Wall Street Reform and Consumer Protection Act or Basel III pursuant to this Section unless it shall be the general practice of such Lender at such time to seek compensation under similar circumstances from other similarly situated borrowers with credit agreements containing yield protection provisions that provide for such compensation.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Company shall not be required to compensate a Lender pursuant to this Section for any increased costs or reductions incurred more than 270 days prior to the date that such Lender notifies the Company of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 270-day period referred to above shall be extended to include the period of retroactive effect thereof.

SECTION 2.14. [Reserved].

SECTION 2.15. Taxes. (a) Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without deduction for any Taxes; provided that if any Loan Party or the Administrative Agent shall be required to deduct any Taxes from such payments, then (i) if such Tax is an Indemnified Tax or Other Tax, the sum payable by the applicable Loan Party shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent or each Lender (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (ii) such Loan Party or the Administrative Agent (as the case may be) shall make such deductions and (iii) such Loan Party or the Administrative Agent (as the case may be) shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) In addition, the Company shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) The Company shall indemnify the Administrative Agent and each Lender, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes payable or paid by the Administrative Agent or such Lender, as the case may be, on or with respect to this Agreement or any payment by or on account of any obligation of the Loan Parties under the Loan Documents (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability shall be delivered to the Company by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, and shall be presumptively correct absent manifest error.

(d) Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes or Other Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes or Other Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.04(e) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (d).

(e) As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 2.15, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(f) (i) Any Lender that is entitled to an exemption from or reduction of withholding tax with respect to payments under this Agreement shall deliver to the Company (with a copy to the Administrative Agent), at the time or times reasonably requested by the Company or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Company or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate. In addition, each Lender that continues to be entitled to such an exemption shall deliver new documentation as prescribed by applicable law or reasonably requested by the Company or the Administrative Agent to permit payments to be made without withholding or at a reduced rate promptly upon the obsolescence or invalidity of any documentation previously delivered by such Lender. Each Lender shall promptly notify the Company and Administrative Agent in writing at any time it determines that it is no longer in a position to provide any previously delivered certificate to the Company (or any other form of certification adopted by an applicable taxing authority for such purpose). Furthermore, any Lender, if reasonably requested by the Company or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Company or the Administrative Agent as will enable the Company or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding sentences in this paragraph, the completion, execution and submission of such documentation (other than such documentation set forth in Sections 2.15(f)(ii)(A), 2.15(f)(ii)(B) and 2.15(f)(ii)(D)) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that the Company is a U.S. Person:

(A) any Lender that is a U.S. Person shall deliver to the Company and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Company or the Administrative Agent), executed originals (or copies thereof) of IRS Form W-9 certifying that such Lender is exempt from U.S. Federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Company and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Company or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed originals (or copies thereof) of IRS Form W-8BEN or Form W-8BEN-E establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the “interest” article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or Form W-8BEN-E establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the “business profits” or “other income” article of such tax treaty;

(2) executed originals (or copies thereof) of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit D-1 to the effect that such Foreign Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of the Company within the meaning of Section 881(c)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “U.S. Tax Compliance Certificate”) and (y) executed originals (or copies thereof) of IRS Form W-8BEN or Form W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed originals (or copies thereof) of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, Form W-8BEN or Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit D-2 or Exhibit D-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit D-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Company and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Company or the Administrative Agent), executed originals (or copies thereof) of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. Federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Company or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. Federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Company and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Company or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Company or the Administrative Agent as may be necessary for the Company and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(g) If the Administrative Agent or a Lender determines that it has received a refund in respect of any Indemnified Taxes or Other Taxes as to which it has been indemnified by a Loan Party, it shall within 30 days from the date of such receipt pay over such refund to such Loan Party (but only to the extent of indemnity payments made by such Loan Party under this Section with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender and without interest (other than interest paid by the relevant Governmental Authority with respect to such refund); provided, however, that such Loan Party, upon the request of the Administrative Agent or such Lender, agrees to repay the refund amount paid over to such Loan Party (plus the interest received by such Loan Party that was originally paid by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. All determinations as to the amount and timing of the receipt of any Tax refund shall be made by the Administrative Agent or the relevant Lender, as applicable, in its sole good faith discretion, it being understood and agreed that neither the Administrative Agent nor any Lender shall be obliged to disclose its Tax returns or any other information regarding its Tax affairs or computations to the Company or any other Person.

(h) The Administrative Agent and each Lender shall take all reasonable actions (consistent with its internal policy and legal and regulatory restrictions) requested by the Company to assist the Company, at the sole expense of the Company, to recover from the relevant taxation authority or other Governmental Authority any Indemnified Taxes or Other Taxes in respect of which amounts were paid by the Company pursuant to paragraph (a), (b) or (c) of this Section. However, neither the Administrative Agent nor any Lender will be required to take any action that, in its sole judgment, would be legally inadvisable or commercially disadvantageous to it.

SECTION 2.16. Payments Generally; Pro Rata Treatment; Sharing of Setoffs.

(a) The Company shall make each payment required to be made by it hereunder (whether of principal, interest or fees, or of amounts payable under Section 2.13, 2.15 or 9.03, or otherwise) prior to 12:00 noon, New York City time, on the date when due, in immediately available funds, without setoff or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Applicable Account of the Administrative Agent, except that payments pursuant to Sections 2.13, 2.15 and 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder of principal or interest in respect of any Loan or in respect of the Ticking Fees or Duration Fees shall be made in Sterling; all other payments hereunder and under each other Loan Document shall be made in US Dollars.

(b) If at any time insufficient funds are received by the Administrative Agent from the Company (or from any Subsidiary Guarantor as a guarantor of the Obligations) to pay fully all amounts of principal, interest and fees then due from the Company hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due from the Company hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal then due from the Company hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

(c) If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall notify the Administrative Agent of such fact and shall purchase (for cash at face value) participations in the Loans of the other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this

paragraph shall not be construed to apply to any payment made by the Company pursuant to and in accordance with the express terms of this Agreement (for the avoidance of doubt as in effect from time to time) or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant, other than to the Company or any Subsidiary or any Affiliate of any of the foregoing (as to which the provisions of this paragraph shall apply). The Company 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 Company rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Company in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the Company prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Company will not make such payment, the Administrative Agent may assume that the Company has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Company has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.04(b), 2.15(d), 2.16(d) or 9.03(c), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof) apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

SECTION 2.17. Mitigation Obligations; Replacement of Lenders. (a) If any Lender requests compensation under Section 2.13, or if the Company is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.15, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign and delegate its rights and obligations hereunder to another of its offices, branches or Affiliates or take other reasonable measures if, in the reasonable judgment of such Lender, such designation or assignment and delegation (i) would eliminate or reduce amounts payable pursuant to Section 2.13 or 2.15, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender in any manner that it in good faith deems material. The Company hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment and delegation.

(b) If (i) any Lender requests compensation under Section 2.13, (ii) the Company is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.15, (iii) any Lender is a Defaulting Lender, (iv) any Lender is an Affected Lender or (v) any Lender has failed to consent to a proposed amendment, waiver, discharge or termination that under Section 9.02 requires the consent of all the Lenders

(or all the affected Lenders) and with respect to which the Required Lenders shall have granted their consent, then the Company may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights (other than its existing rights to payments pursuant to Sections 2.13 or 2.15) and obligations under this Agreement to an Eligible Assignee selected by the Company and that shall assume such obligations (which may be another Lender, if a Lender accepts such assignment and delegation); provided that (A) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Company (in the case of all other amounts), (B) in the case of any such assignment resulting from a claim for compensation under Section 2.13 or payments required to be made pursuant to Section 2.15, such assignment will result in a reduction in such compensation or payments and (C) in the case of any such assignment resulting from the failure to provide a consent, the assignee shall have given such consent and as a result of such assignment and any contemporaneous assignments and consents, the applicable amendment, waiver, discharge or termination can be effected. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver or consent by such Lender or otherwise, the circumstances entitling the Company to require such assignment and delegation have ceased to apply. Each party hereto agrees that an assignment required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Company, the Administrative Agent and the assignee and that the Lender required to make such assignment need not be a party thereto.

SECTION 2.18. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) Ticking Fees shall cease to accrue on the Commitment of such Defaulting Lender pursuant to Section 2.10(a); and

(b) the Commitment and outstanding Loans of such Defaulting Lender shall not be included in determining whether the Required Lenders or any other requisite Lenders have taken or may take any action hereunder or under any other Loan Document (including any consent to any amendment, waiver or other modification pursuant to Section 9.02); provided that any amendment, waiver or other modification requiring the consent of all Lenders or all Lenders affected thereby shall, except as otherwise provided in Section 9.02, require the consent of such Defaulting Lender in accordance with the terms hereof.

In the event that the Administrative Agent and the Company agree that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then such Lender shall thereupon cease to be a Defaulting Lender (but shall not be entitled to receive any Ticking Fees ceasing to accrue during the period when it was a Defaulting Lender as set forth in this Section and all amendments, waivers or other modifications effected without its consent in accordance with the provisions of Section 9.02 and this Section during such period shall be binding on it). The rights and remedies against, and with respect to, a Defaulting Lender under this Section are in addition to, and cumulative and not in limitation of, all other rights and

remedies that the Administrative Agent, any Lender or the Company may at any time have against, or with respect to, such Defaulting Lender.

ARTICLE III

Representations and Warranties

The Company represents and warrants, as to itself and the Subsidiaries, to the Lenders, on the Effective Date and on each Funding Date, that:

SECTION 3.01. Organization; Powers. The Company and each Subsidiary is duly organized, validly existing and in good standing (to the extent applicable) under the laws of its jurisdiction of organization and, except where failure to do so would not reasonably be expected to result in a Material Adverse Effect, has full power and authority to own the properties and assets and to carry on the businesses which it now owns and carries on. The Company and each Subsidiary is duly qualified and in good standing (to the extent applicable) as a foreign corporation in each jurisdiction wherein the nature of the property owned or leased by it or the nature of the material businesses transacted by it makes such qualification necessary and in which failure to so qualify or be in good standing would have a Material Adverse Effect.

SECTION 3.02. Authorization; Enforceability. The Transactions are within the corporate or other organizational powers of each Loan Party and have been duly authorized by all necessary corporate or other organizational and, if required, stockholder action of each Loan Party. Each of this Agreement and the Subsidiary Guarantee Agreement has been duly executed and delivered by each Loan Party that is party thereto and constitutes a legal, valid and binding obligation of each such Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3.03. Governmental Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or Person, except such as have been obtained or made and are in full force and effect or such as are not currently required, and except such the failure to obtain which would not reasonably be expected to result in a Material Adverse Effect, (b) do not violate any provision of law, rule or regulation or any order, injunction or decree of any court or other Governmental Authority to which any Loan Party is a party or by which any Loan Party is bound, except to the extent the violation of any such provision of law, rule or regulation would not reasonably be expected to result in a Material Adverse Effect, and (c) do not conflict with or result in a breach of any of the terms, conditions or provisions of the charter, by-laws or comparable organizational documents of any Loan Party or of any material agreement or instrument to which any Loan Party is a party or by which any Loan Party is bound, or constitute a default thereunder, or result in the creation or imposition of any Lien upon any of the properties or assets of any Loan Party, except to the extent such creation or imposition of such Lien would not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.04. Financial Condition; No Material Adverse Change.

(a) Each of (i) the consolidated balance sheet of the Company and the Subsidiaries as of December 31, 2022, and the consolidated statements of income, retained earnings and cash flows of the Company and the Subsidiaries as of the end of or for the fiscal year then ended, including the related schedules and notes, with the complete report thereon of PricewaterhouseCoopers LLP, and (ii) the consolidated balance sheet of the Company and the Subsidiaries as of September 30, 2023, and the consolidated statements of income, retained earnings and cash flows of the Company and the Subsidiaries as of the end of or for the fiscal quarter and the portion of the fiscal year then ended, including the related schedules and notes, all as heretofore furnished to the Lenders, fairly present in all material respects the consolidated financial position of the Company and the Subsidiaries as of the date of such balance sheets and the results of their operations and their cash flows on a consolidated basis for such fiscal year or fiscal quarter in accordance with GAAP, and were prepared in accordance with GAAP applied on a consistent basis, except as otherwise noted therein and subject, in the case of such quarterly financial statements, to the absence of certain notes and to normal year-end audit adjustments.

(b) Since December 31, 2022, there has been no material adverse change in the business, assets, liabilities or financial condition of the Company and the Subsidiaries, taken as a whole.

SECTION 3.05. Title to Properties. The Company and each Subsidiary has valid title to all property reflected as owned on the most recent consolidated balance sheet of the Company and the Subsidiaries referred to in Section 3.04(a), or purported to have been acquired by the Company or any of its Subsidiaries after such date, except (a) where the failure to have such valid title would not reasonably be expected to result in a Material Adverse Effect, and (b) for property sold or otherwise disposed of subsequent to such date in the ordinary course of business, and subject to Liens permitted by Section 6.01.

SECTION 3.06. Licenses. The Company and each Subsidiary possesses all trademarks, trade names, copyrights, patents, governmental licenses, franchises, certificates, consents, permits and approvals necessary to enable it to carry on its business in all material respects as now conducted and to own and operate the properties used in its business as now owned and operated, without known conflict with the rights of others, except conflicts which would not reasonably be expected to result in a Material Adverse Effect. All such trademarks, trade names, copyrights, patents, licenses, franchises, certificates, consents, permits and approvals are valid and subsisting, except where the failure thereof to be valid and subsisting would not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.07. Litigation. Except as set forth on Schedule 3.07, (a) there are no actions, suits or proceedings (whether or not purportedly on behalf of the Company or any of the Subsidiaries) pending or, to the knowledge of any Responsible Officer of the Company, threatened against the Company or any of the Subsidiaries or against any of their respective properties at law or in equity or before or by any Governmental Authority, or before any arbitrator of any kind, which involve this Agreement or the Transactions or which would reasonably be expected to result in a Material Adverse Effect; and (b) neither the Company nor any of the Subsidiaries is in default or violation of any law, rule or regulation or any judgment, order, writ, injunction, decree or award of any court or other Governmental Authority or any

arbitrator (including Environmental Laws), which default or violation would reasonably be expected to result in a Material Adverse Effect.

SECTION 3.08. Compliance with Environmental and Other Laws. Except as set forth on Schedule 3.08, the Company and each Subsidiary is, to the knowledge of the Company, in compliance with all Environmental Laws and all other Federal, state and local statutes, laws, ordinances and regulations applicable to the operation of its business, including such statutes, laws, ordinances and regulations relating to equal employment opportunity and employee safety, in all jurisdictions in which it is presently doing business, such that neither the Company nor any of the Subsidiaries will incur or be subject to any liability (including any Environmental Liability), penalty or exercise of any other remedy thereunder which would, individually or in the aggregate, result in a Material Adverse Effect.

SECTION 3.09. No Burdensome Provisions; Compliance with Agreements. Neither the Company nor any Subsidiary is a party to any indenture, agreement or instrument or subject to any charter or other corporate or legislative restriction or any judgment, order, writ, injunction, decree, award, rule or regulation which currently results or would reasonably be expected to result in a Material Adverse Effect. The Company and each Subsidiary is in compliance with all indentures, agreements and other instruments binding upon it or its property, except where the failure to be in compliance, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.10. Investment Company Status. None of the Loan Parties is an “investment company” as defined in, or subject to regulation under, the Investment Company Act of 1940.

SECTION 3.11. Tax Liability. The Company and each Subsidiary has filed all Federal, state and municipal and foreign Tax returns which are required to be filed in each jurisdiction in which it currently conducts its business and has paid, or made provision for the payment of, all Taxes which have become due pursuant to such returns or pursuant to any assessment received by it, except those (a) the amount, applicability or validity of which is being contested in good faith by appropriate proceedings and in respect of which the Company or such Subsidiary has set aside on its books reserves (in accordance with GAAP) deemed adequate by the Company or (b) the non-filing or the nonpayment of which would not result in a Material Adverse Effect. All material Tax liabilities of the Company and the Subsidiaries were adequately provided for as of December 31, 2022, and are now so provided for on the books of the Company and the Subsidiaries.

SECTION 3.12. ERISA. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other ERISA Events for which liability is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Effect.

SECTION 3.13. Disclosure. Neither any certificate nor any other information furnished in writing to the Administrative Agent or the Lenders by or on behalf of any Loan Party in connection with the Transactions, when taken as a whole, contained or will contain, when furnished, any untrue statement of a material fact or omitted or will omit, when furnished,

a material fact necessary to make the statements contained herein or therein not misleading in light of the circumstances existing at the time made; provided that with respect to projected financial information, the Company represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time of preparation.

SECTION 3.14. Regulation U; Use of Proceeds. No part of the proceeds of the Loans will be used, directly or indirectly, for any purpose that entails a violation of Regulation U or X. No Loan Party, and no agent acting on behalf of any Loan Party, has taken or will take any action that might cause the transactions contemplated hereby, including the use of proceeds of the Loans, to violate Regulation U or X, in each case as now in effect or as the same may hereafter be in effect. Not more than 25% of the assets subject to the restrictions of Sections 6.01 will at any time consist of Margin Stock (as defined in Regulation U).

SECTION 3.15. Anti-Corruption Laws and Sanctions. The Company and the Subsidiaries maintain in effect policies and procedures reasonably designed to ensure compliance by the Company and the Subsidiaries with applicable Anti-Corruption Laws and it is the policy of the Company that it and the Subsidiaries comply with all Sanctions. The Company and the Subsidiaries are in compliance with applicable Anti-Corruption Laws and Sanctions in all material respects. None of (a) the Company or any Subsidiary, (b) to the knowledge of the Company or any Subsidiary, any director, officer or employee of the Company or any Subsidiary or (c) to the knowledge of the Company or any Subsidiary, any agent of the Company or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. None of the proceeds of the Loans will be used or otherwise made available, directly or indirectly, for the purpose of funding any transaction or dealings that would violate any applicable Anti-Corruption Laws or Sanctions or funding any activities or business of or with any Sanctioned Person or in any jurisdiction subject to any Sanctions, at the time of such funding.

ARTICLE IV

Conditions

SECTION 4.01. Effective Date. The obligations of the Lenders to make Loans shall not become effective until the date on which each of the following conditions shall be satisfied (or waived in accordance with Section 9.02), it being understood and agreed that the obligations of the Lenders to make Loans hereunder shall be further subject to the conditions set forth in Sections 4.02 and 4.03(a):

(a) The Administrative Agent (or its counsel) shall have received from each party hereto a counterpart of this Agreement signed on behalf of such party (which, subject to Section 9.06(b), may include any Electronic Signatures transmitted by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page of this Agreement).

(b) The Administrative Agent shall have received favorable written opinions (addressed to the Administrative Agent and the Lenders and dated the Effective Date) of (i) Stefanie Straub, Vice President, General Counsel and Secretary of the Company and

(ii) Simpson, Thacher & Bartlett LLP, New York counsel for the Loan Parties, in each case in form and substance reasonably satisfactory to the Administrative Agent. The Company hereby requests such counsel to deliver such opinions.

(c) The Administrative Agent shall have received such documents and certificates as the Administrative Agent may reasonably request relating to the organization, existence and good standing of each Loan Party, the authorization of the Transactions and any other legal matters relating to the Loan Parties, the Loan Documents or the Transactions, all in form and substance reasonably satisfactory to the Administrative Agent.

(d) On the Effective Date, after giving effect to the Transactions to occur on such date, (i) the representations and warranties of each Loan Party set forth in the Loan Documents shall be true and correct (A) in the case of the representations and warranties qualified as to materiality, in all respects and (B) otherwise, in all material respects, in each case, on and as of the Effective Date (except for representations and warranties expressly relating to an earlier date, which representations and warranties shall be so true and correct as of such earlier date) and (ii) no Default or Event of Default shall have occurred and be continuing, and the Administrative Agent shall have received a certificate, dated the Effective Date and signed by a Responsible Officer of the Company, confirming satisfaction of the foregoing condition.

(e) The Guarantee Requirement shall be satisfied as of the Effective Date.

(f) (i) The Administrative Agent shall have received at least three Business Days prior to the Effective Date all documentation and other information about each Loan Party that shall have been reasonably requested by the Administrative Agent in writing at least 10 Business Days prior to the Effective Date and that the Administrative Agent reasonably determines is required by United States regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the PATRIOT Act, and (ii) to the extent any Loan Party qualifies as a “legal entity customer” under the Beneficial Ownership Regulation, receipt, at least three days prior to the Effective Date, by any Lender that has requested, in a written notice to the Company at least 10 days prior to the Effective Date, a Beneficial Ownership Certification in relation to such Loan Party, of such Beneficial Ownership Certification (provided that, upon execution and delivery by such Lender of its signature page to this Agreement, the condition set forth in this clause (ii) shall be deemed to be satisfied).

(g) The Company shall have executed, and delivered to the Arranger, the Fee Letter. The Administrative Agent, the Arranger and the Lenders shall have received all fees and other amounts due and payable by the Company on or prior to the Effective Date, including, to the extent invoiced at least three Business Days (or a shorter period reasonably agreed by the Company) prior to the Effective Date, reimbursement or payment of all reasonable out-of-pocket expenses required to be reimbursed or paid by the Company hereunder or under the Fee Letter.

(h) The Administrative Agent shall have received a copy, in substantially final form and in form and substance reasonably satisfactory to the Administrative Agent, of the Announcement.

The Administrative Agent shall notify the Company and the Lenders of the Effective Date, and such notice shall be conclusive and binding.

SECTION 4.02. Each Funding Date. The obligation of each Lender to make a Loan hereunder on any Funding Date is subject to the occurrence of the Effective Date, the receipt by the Administrative Agent of a Borrowing Request therefor in accordance with Section 2.03 and the satisfaction (or waiver in accordance with Section 9.02) of the following conditions, it being understood and agreed that the obligations of the Lenders to make Loans hereunder shall be further subject to the conditions set forth in Sections 4.03(a):

(a) In the case of the Loans to be made on the Initial Funding Date, the Administrative Agent shall have received a certificate, dated the Initial Funding Date and signed by a Responsible Officer of the Company, confirming that:

(i) if the Acquisition is to be implemented by means of a Scheme, (A) no Major Default has occurred and is continuing or would result from the funding of the Loans on the Initial Funding Date and (B) the Scheme Court Order has been delivered to the Registrar; or

(ii) if the Acquisition is to be implemented by means of an Offer, (A) the Offer has been declared unconditional and (B) no Major Default has occurred and is continuing or would result from the funding of the Loans on the Initial Funding Date.

(b) In the case of the Loans to be made on any Funding Date (other than the Initial Funding Date), the Administrative Agent shall have received a certificate, dated such Funding Date and signed by a Responsible Officer of the Company, confirming that no Major Default has occurred and is continuing or would result from the funding of the Loans on such Funding Date.

SECTION 4.03. Certain Funds Period. (a) Subject to Section 4.02, during the Certain Funds Period, each Lender will be obligated to make the Loans on each Funding Date unless, on such Funding Date:

(i) a Major Default has occurred and is continuing or would result from the making of the Loans; or

(ii) due to a change in law after the date that such Lender becomes a Lender under this Agreement, it has become unlawful in any applicable jurisdiction for such Lender to perform any of its obligations to lend or participate in any Loans (provided that this shall be without prejudice to the obligations of all of the other Lenders).

(b) During the Certain Funds Period (save in circumstances where, because of the occurrence of any of the events specified in paragraph (a) of this Section, a Lender is not obliged to make the Loans on any Funding Date), none of the Administrative Agent or the Lenders shall be permitted or entitled to (or to take any action or threaten to):

(i) cancel the Commitment of any Lender;

(ii) rescind, terminate or cancel this Agreement or the Loans or exercise any similar right or remedy or make or enforce any claim under the Loan Documents or under any applicable law it may have or take any other action, in each case, to the extent to do so would or will prevent or limit (A) the making of the Loans or (B) the Company from applying the proceeds of the Loans in accordance with Section 5.08;

(iii) in the case of any Lender, refuse or fail to make or participate in the making of the Loans;

(iv) exercise any right of set-off or counterclaim in respect of the Loans to the extent to do so would or will prevent or limit the making of the Loans; or

(v) cancel, accelerate, make demand for or cause repayment or prepayment of any amounts owing under this Agreement or under any other Loan Document to the extent to do so would or will prevent or limit the making of the Loans or which would require the same to be repaid, prepaid or canceled;

provided that immediately upon the expiration of the Certain Funds Period all such rights, remedies and entitlements shall, to the extent otherwise permitted, be available to the Administrative Agent and the Lenders notwithstanding that they may not have been used or been available for use during the Certain Funds Period.

(c) Notwithstanding any other term of any of the Loan Documents, if any other term of the Loan Documents is contrary to or inconsistent with this Section 4.03, then the terms of this Section 4.03 shall prevail in all respects.

ARTICLE V

Affirmative Covenants

The Company covenants and agrees, as to itself and the Subsidiaries, that until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder have been paid in full:

SECTION 5.01. Financial Statements and Other Information. The Company will furnish to the Administrative Agent and each Lender:

(a) within 90 days after the end of each fiscal year of the Company, the audited consolidated balance sheet and related consolidated statements of income, changes in stockholders' investment and cash flows as of the end of and for such fiscal year, setting forth in comparative form the figures as of the end of or for the previous fiscal year, all audited by and accompanied by the opinion of PricewaterhouseCoopers LLP or other independent registered public accounting firm of recognized national standing (without (i) a "going concern" or like qualification or exception and (ii) any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the consolidated financial position, results of operations and cash flows of the Company and its consolidated Subsidiaries in accordance with GAAP consistently applied;

(b) within 60 days after the end of each of the first three fiscal quarters in each fiscal year of the Company, the unaudited consolidated balance sheet and related consolidated statements of income, changes in stockholders' investment and cash flows as of the end of and for such fiscal quarter and the portion of the fiscal year then ended, setting forth in comparative form the figures as of the end of or for the corresponding period of the previous fiscal year, all certified by a Responsible Officer of the Company as presenting fairly in all material respects the consolidated financial position, results of operations and cash flows of the Company and its consolidated Subsidiaries in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(c) concurrently with any delivery of financial statements under clause (a) or (b) above, a certificate of a Responsible Officer of the Company (i) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto and (ii) setting forth reasonably detailed calculations demonstrating compliance with Sections 6.05 and 6.07;

(d) as soon as practicable, if any securities of the Company or a Subsidiary shall have been publicly distributed or shall be publicly traded, copies of all financial statements, proxy statements and reports that the Company or such Subsidiary, as the case may be, shall send or make available to its public security holders generally and all registration statements and regular periodic reports, if any, that the Company or such Subsidiary, as the case may be, may file with the Securities and Exchange Commission or an equivalent foreign Governmental Authority or any governmental agency or agencies substituted therefor or with any national securities exchange;

(e) promptly following a request therefor, any documentation or other information that a Lender reasonably requests through the Administrative Agent in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act and the Beneficial Ownership Regulation; and

(f) promptly following a request therefor, such other relevant information as to the business and properties of the Company and its Subsidiaries as the Administrative Agent (or any Lender, through the Administrative Agent) may from time to time reasonably request in writing (subject to any legal restrictions on the delivery of such requested information).

SECTION 5.02. Notices of Material Events. The Company will furnish to the Administrative Agent written notice of the following:

(a) within five days of a Responsible Officer becoming aware thereof, the occurrence of any Default;

(b) within five days of a Responsible Officer becoming aware thereof, the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting any Loan Party or any Affiliate thereof that, if adversely determined, would reasonably be expected to result in a Material Adverse Effect; and

(c) promptly upon the occurrence thereof, any ERISA Event that, alone or together with any other ERISA Events that have occurred, would reasonably be expected to result in liability of the Company and the Subsidiaries in an aggregate amount exceeding US\$300,000,000.

Each notice delivered under this Section shall be accompanied by a statement of a Responsible Officer of the Company setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03. Existence; Conduct of Business. The Company will, and will cause each of its Material Subsidiaries to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges, franchises, patents, copyrights, trademarks and trade names material to the conduct of its business; provided that the foregoing shall not prohibit any merger, consolidation, liquidation, dissolution or disposition permitted under Section 6.02.

SECTION 5.04. Compliance with Laws. The Company will, and will cause each of its Material Subsidiaries to, comply with laws, rules, regulations and licensing and other governmental authorizations, including Environmental Laws and ERISA, applicable to the ownership of its properties or to the conduct of its business, except where (a) the necessity of compliance therewith is being contested in good faith by appropriate proceedings or (b) there has been a failure or failures to so comply after the use of reasonable efforts in good faith to achieve compliance, and such failures, in the aggregate, would not reasonably be likely to result in a Material Adverse Effect. The Company and the Subsidiaries will maintain in effect and enforce policies and procedures reasonably designed to ensure compliance by the Company and the Subsidiaries with applicable Anti-Corruption Laws and will maintain in effect its policy to comply with all applicable Sanctions.

SECTION 5.05. Maintenance of Properties; Insurance. The Company will, and will cause each of its Material Subsidiaries to, (a) on a basis consistent with the past practices of the Company and its Material Subsidiaries, maintain and keep all of its properties material to the business of the Company and its Material Subsidiaries, taken as a whole, as from time to time conducted, in good condition (ordinary wear and tear excepted) and make all necessary replacements, additions and improvements thereto, except as otherwise may be expressly permitted by this Agreement, and (b) cause its properties of an insurable nature to be insured (subject to reasonable deductible amounts) by reputable and solvent insurance companies against such losses or damages (including public liability), in such amounts and subject to such terms as are in accordance with reasonable business practices for businesses similarly situated, including as to self-insurance.

SECTION 5.06. Payment of Obligations. The Company will, and will cause each of its Material Subsidiaries to, pay its obligations, including Tax liabilities that are due, that, if not paid, would result in a Material Adverse Effect before the same shall become delinquent or in default; provided that neither the Company nor any Material Subsidiary shall be required to pay any such obligation (a) if the amount, applicability or validity thereof shall currently be contested in good faith by appropriate proceedings and if the Company or such Material Subsidiary shall have set aside on its books reserves in respect thereof (in accordance with

GAAP) deemed adequate by the Company or (b) if the nonpayment thereof would not result in a Material Adverse Effect.

SECTION 5.07. Books and Records; Inspection Rights. The Company will, and will cause each of its Material Subsidiaries to, keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities. Subject to Section 9.12, the Company will, and will cause each of its Material Subsidiaries to, permit any representatives designated by the Administrative Agent or any Lender, upon reasonable prior written notice, during normal business hours and, subject to the next following sentence, at the expense of the Company, to visit and inspect its properties, to examine its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested; provided that so long as no Default or Event of Default shall have occurred and be continuing, (a) only the Administrative Agent shall exercise the rights of the Administrative Agent and the Lenders under this Section and (b) the Administrative Agent shall not exercise such rights more frequently than twice per calendar year. Except in the case of any inspection commenced after the occurrence and during the continuance of a Default or Event of Default (or at a time when the Administrative Agent or any Lender requesting such inspection have any reasonable basis for believing that a Default or Event of Default has occurred and is continuing), only one inspection in any calendar year shall be at the Company's expense. The Administrative Agent and the Lenders shall give the Company the opportunity to participate in any discussions with the Company's independent accountants.

SECTION 5.08. Use of Proceeds. The proceeds of the Loans will be used solely to finance any amount payable under or in connection with the Acquisition and the acquisition of any Target Shares to be acquired after the Acquisition Completion Date pursuant to a Squeeze-Out Procedure and to pay fees and expenses incurred in connection with the Transactions and the Acquisition. No proceeds of any Loans will be used, (a) for the purpose of funding payments to any officer or employee of a Governmental Authority, Person controlled by a Governmental Authority, political party, official of a political party, candidate for political office or other Person acting in an official capacity, in each case in violation of applicable Anti-Corruption Laws, (b) for the purpose of financing the activities of any Sanctioned Person or (c) in any manner that would result in the violation of Sanctions by any party hereto.

SECTION 5.09. Guarantee Requirement. The Company will cause the Guarantee Requirement to be and remain satisfied at all times.

SECTION 5.10. Acquisition Undertakings. (a) In each case subject to any confidentiality, regulatory or legal restrictions relating to the supply of such information (other than, in the case of any confidentiality restriction, any such restriction created by an Acquisition Obligor), the Company will keep the Administrative Agent informed as to any material developments in relation to the Acquisition (including, if the Acquisition is effected by means of an Offer, by promptly delivering to the Administrative Agent copies of any press releases required to be made by Bidco under the Takeover Code (including press releases in respect of any irrevocable acceptances received in relation to the Offer)) and will:

(i) promptly notify the Administrative Agent in writing of the making, and the date of, any Election;

(ii) if the Acquisition is to be implemented by means of a Scheme, (A) notify the Administrative Agent promptly in writing after becoming aware that the Scheme Court Order has been issued and a copy has been delivered to the Registrar and (B) promptly following receipt deliver to the Administrative Agent (1) a copy of the Scheme Court Order, (2) a copy of the Scheme Circular and (3) the Scheme Resolution passed at the Target General Meeting, in each case for information purposes only and not required to be in form and substance satisfactory to the Administrative Agent and the Lenders; and

(iii) if the Acquisition is to be implemented by means of an Offer, (A) notify the Administrative Agent promptly in writing after becoming aware that (1) the Offer Documents have been sent to the Target Shareholders and the date on which the same were sent to the Target Shareholders and (2) the Offer has become, or been declared, unconditional and (B) promptly deliver to the Administrative Agent (1) a copy of the Offer Press Release and (2) a copy of the Offer Documents, in each case for information purposes only and not required to be in form and substance satisfactory to the Administrative Agent and the Lenders.

(b) The Company shall not, and shall not permit Bidco to:

(i) waive or amend any condition relating to the Acquisition where such waiver or amendment would be reasonably expected to be materially adverse to the interests of the Lenders, except (A) to the extent required by the Takeover Code, the Takeover Panel, the Court or any other applicable law, regulation or regulatory body, (B) the waiver of any condition relating to the Acquisition where such waiver does not relate to a condition which Bidco reasonably considers that it would be entitled, in accordance with Rule 13.5(a) of the Code, to invoke so as to cause the Offer not to proceed, lapse, or be withdrawn, (C) increasing the price to be paid for the Target Shares, (D) in relation to any election made to undertake the Acquisition by way of an Offer rather than pursuant to the Scheme (or vice versa) and/or (E) in relation to extending the period in which holders of the Target Shares may consider the terms of the Scheme or, as the case may be, accept the Offer, including (1) in relation to an extension to any date for any meeting or court hearing and/or (2) by reason of the adjournment of any meeting or court hearing, in each case, in connection with the Scheme or, as the case may be, the Offer; provided that, for the avoidance of doubt, no extension of any period contemplated in this clause (i) shall operate or be construed as an extension of the Certain Funds Period; or

(ii) if the Acquisition is implemented by means of the Offer, reduce the acceptance threshold below a majority of the Target Shares.

(c) Each Acquisition Obligor shall comply in all material respects with the Takeover Code (subject to any waiver or dispensation of any kind granted by, or requirement of, the Takeover Panel or the Court) and with all applicable laws or regulations relating to the

Acquisition, except where noncompliance therewith could not reasonably be expected to be materially adverse to the interests of the Lenders (taken as a whole) under the Loan Documents.

ARTICLE VI

Negative Covenants

The Company covenants and agrees, as to itself and the Subsidiaries, that until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder have been paid in full:

SECTION 6.01. Liens. (a) The Company will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, except:

(i) Permitted Encumbrances;

(ii) any Lien on any property or asset of the Company or any Subsidiary (or on improvements or accessions thereto or proceeds therefrom) existing on the date hereof and set forth on Schedule 6.01 and any extension, renewal or replacement thereof; provided that such Lien shall not apply to any other property or asset of the Company or any Subsidiary;

(iii) any Lien existing on any property or asset at the time of, or within 60 days after, the acquisition thereof by the Company or any Subsidiary or existing on any property or asset of any Person that becomes a Subsidiary after the date hereof at the time, or within 60 days after, such Person so becomes a Subsidiary and any extension, renewal or replacement thereof; provided that (A) no such Lien shall at any time extend to or cover any property or asset other than that on which it then exists or is placed (and on improvements or accessions thereto or proceeds therefrom) unless the Lien on such other property or asset is otherwise permitted by this Section, and (B) the principal amount of Indebtedness, whether or not assumed by the Company or any Subsidiary, secured by any such Lien shall not exceed (x) the value of such property or asset at the time of acquisition thereof or (y) the costs of construction in the case of construction of improvements on real property;

(iv) Liens on fixed or capital assets acquired, constructed or improved by the Company or any Subsidiary (and on improvements or accessions thereto or proceeds therefrom); provided that (A) such Liens secure Indebtedness permitted by Section 6.05, (B) such Liens and the Indebtedness secured thereby are incurred prior to or within 180 days after such acquisition or the completion of such construction or improvement, (C) the Indebtedness secured thereby does not exceed the cost of acquiring, constructing or improving such fixed or capital assets and (D) such Liens shall not apply to any other property or asset of the Company or any of the Subsidiaries;

(v) Liens securing industrial development, pollution control or other revenue bonds or similar instruments issued or guaranteed by any Governmental Authority;

(vi) Liens in favor of any Governmental Authority to secure obligations pursuant to the provisions of any contract or statute;

(vii) Liens to secure obligations of a Subsidiary to any Loan Party or any other Subsidiary;

(viii) Liens securing Secured Debt (including extensions, renewals and replacements of Secured Debt incurred in compliance with Section 6.05); and

(ix) other Liens securing Indebtedness in an aggregate principal amount outstanding at any time not to exceed 10% of Consolidated Net Tangible Assets, measured as of the date such Lien is incurred.

Notwithstanding the foregoing, the Company will not, and will not permit any Subsidiary to, secure any Senior Notes or any Indebtedness under any Existing Credit Agreement unless and until the Obligations shall be concurrently secured by the same collateral equally and ratably with such Senior Notes or such Indebtedness under such Existing Credit Agreement, as the case may be, pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent.

(b) The Company will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any consensual Lien on any trademark, trade name, copyright, patent or other intellectual property rights owned by it; provided, that nothing in this paragraph shall prohibit (i) Liens of the type referred to in clause (j) of the definition of the term “Permitted Encumbrances” and (ii) other Liens (other than Liens securing Indebtedness) arising out of the management of intellectual property rights of the Company and the Subsidiaries in the ordinary course of business and that do not interfere in any material respect with the business of the Company and the Subsidiaries, taken as a whole.

SECTION 6.02. Fundamental Changes. (a) The Company will not, and will not permit any Subsidiary to, directly or indirectly, consolidate with or merge into any other Person or permit any other Person to consolidate with or merge into it, except that:

(i) any Subsidiary may consolidate with or merge into the Company or any Subsidiary;

(ii) the Company may consolidate with or merge into any of its Subsidiaries, if all of the conditions set forth in subsection (a)(iii) of this Section 6.02 with respect to a consolidation with or merger of the Company into any other corporation are fulfilled;

(iii) the Company may consolidate with or merge into any other corporation or permit any other Person to merge into the Company if (x) in the case of any consolidation or merger, the surviving corporation (if other than the Company) is a corporation organized and existing under (A) the laws of the United States of America or a state thereof or the District of Columbia or (B) the laws of England and Wales or any member state of the European Union (other than Greece, Italy, Spain, Portugal, Ireland and any current member of the European Union that was not such a member prior to May 1, 2004), (y) in the case of any consolidation or merger, the surviving corporation (if other

than the Company) expressly assumes the obligations of the Company under this Agreement and the other Loan Documents and, if requested by the Administrative Agent, provides for the delivery to the Lenders of (A) such opinions of counsel as the Administrative Agent may reasonably request and (B) such information required by bank regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the PATRIOT Act and the Beneficial Ownership Regulation, as the Administrative Agent or any Lender may reasonably request and (z) immediately prior to and after giving effect to such transaction (and assumption), (1) no condition or event shall exist which constitutes an Event of Default or a Default and (2) the Company shall be in Pro Forma Compliance;

(iv) the Company may permit (x) any other Person to consolidate with or merge into any of its Subsidiaries, or (y) any of its Subsidiaries to consolidate with or merge into any other Person if, in the case of this clause (y), such other Person shall, after giving effect to such transaction, be a Subsidiary; and

(v) any Subsidiary may liquidate or dissolve.

(b) The Company will not, directly or indirectly, sell or otherwise dispose of all or substantially all of its assets, whether in one transaction or a series of transactions, and will not, and will not permit any Subsidiary to, directly or indirectly, sell or otherwise dispose of assets which constitute all or substantially all of the consolidated assets of the Company and the Subsidiaries, whether in one transaction or a series of transactions, unless (i) immediately prior to and after giving effect to such transaction or transactions, (A) no condition or event shall exist which constitutes a Default or an Event of Default and (B) the Company shall be in Pro Forma Compliance, (ii) such transaction or transactions would not reasonably be expected to result in a Material Adverse Effect and (iii) the Person acquiring such assets shall be a corporation into or with which the Company could be consolidated or merged in compliance with Section 6.02(a)(iii); provided that (1) each of the conditions set forth in Section 6.02(a)(iii) shall have been fulfilled, mutatis mutandis, and (2) no such disposition shall relieve the Company from its obligations under this Agreement and the other Loan Documents. Notwithstanding the foregoing, any Subsidiary may sell or otherwise dispose of assets to the Company or another Subsidiary and the Company may sell or otherwise dispose of assets to any Subsidiary.

SECTION 6.03. Transactions with Affiliates. The Company will not, and will not permit any Subsidiary to, engage in any transaction with any Affiliate of the Company or any Subsidiary unless such transaction is on terms no less favorable to the Company or such Subsidiary, as the case may be, than would have been obtainable in arm’s length dealing with a Person not an Affiliate; provided, however, that the foregoing shall not prohibit (a) transactions among any one or more of the Company and the Subsidiaries, (b) the payment of reasonable and customary fees to members of the boards of directors (or similar governing bodies) of the Company and the Subsidiaries that are not employees of the Company or any Subsidiary, (c) employment arrangements, including compensation arrangements, for employees and officers of the Company and the Subsidiaries entered into in the ordinary course of business, (d) any Restricted Payment expressly permitted under Section 6.06, (e) transactions pursuant to, and in accordance with, the permitted agreements set forth on Schedule 6.03, as such agreements are in effect on the date hereof, and (f) any transaction between the Company or any Subsidiary and

any of their Affiliates involving aggregate payments or consideration for such transaction of less than US\$25,000,000.

SECTION 6.04. Restrictive Agreements. The Company will not, and will not permit any Subsidiary to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon the ability of any Subsidiary to pay dividends or other distributions with respect to its Equity Interests or to make or repay loans or advances to the Company or any Subsidiary or to Guarantee Indebtedness of the Company or any Subsidiary; provided that (a) the foregoing shall not apply to restrictions and conditions imposed by (i) law, (ii) this Agreement, (iii) if the restrictions and conditions contained therein are not more restrictive than those in the Senior Notes on the date hereof, in the Senior Notes as they may be amended and (iv) if the restrictions and conditions contained therein are not more restrictive than those in any Existing Credit Agreement on the date hereof, in any Existing Credit Agreement as it may be amended, (b) the foregoing shall not apply to restrictions and conditions existing on the date hereof identified on Schedule 6.04 (but shall apply to any extension, renewal, amendment or modification thereof that expands the scope of any such restriction or condition) and (c) the foregoing shall not apply to customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary pending such sale, provided such restrictions and conditions apply only to the Subsidiary that is to be sold and such sale is permitted hereunder.

SECTION 6.05. Secured Debt Limitation; Subsidiary Indebtedness. The Company will not (a) permit Priority Debt at any time to exceed 20% of Consolidated Net Worth at such time, or (b) at any time when the Rating of any of S&P, Moody's or Fitch is at or below BBB, Baa2 or BBB, permit incurrence of any additional Priority Debt if, after giving effect to such incurrence and to any simultaneous repayment or redemption of Priority Debt, Priority Debt would exceed 10% of Consolidated Net Worth at such time; provided that to the extent and for so long as the foregoing restriction, insofar as it restricts Priority Debt in the form of Guarantees by any Subsidiary of any Indebtedness of the Company or any Subsidiary, is not permitted by the Senior Notes or any Existing Credit Agreement (in each case, as in effect on the date hereof), (i) such restriction shall not apply to Priority Debt in such form (but, for the avoidance of doubt, shall apply to the Indebtedness being Guaranteed if such Indebtedness otherwise constitutes Priority Debt) and (ii) any Indebtedness of the Company and any Indebtedness (other than in the form of a Guarantee of any Indebtedness of the Company or any Subsidiary) of any Guarantor Subsidiary, in each case, that is Guaranteed by any Subsidiary that is not a Guarantor Subsidiary shall be deemed to be Priority Debt.

SECTION 6.06. Restricted Payments. The Company will not, at any time when either (a) the Rating shall be BBB- or lower by S&P, Baa3 or lower by Moody's or BBB- or lower by Fitch (or any equivalent rating or lower by another Nationally Recognized Rating Agency), as applicable, or (b) there is no current Rating by any Nationally Recognized Rating Agency in effect, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment; provided that the Company may make Restricted Payments in any fiscal year in an amount not to exceed the sum of (i) US\$150,000,000 and (ii) so long as at the time thereof and after giving effect thereto (A) no Default or Event of Default has occurred and is continuing and (B) the Company shall be in Pro Forma Compliance, the excess of (1) 50% of the sum of Consolidated Net Income for each completed fiscal year that shall have begun after October 6,

2010, over (2) the cumulative amount by which Restricted Payments made in such fiscal years shall have exceeded US\$150,000,000.

SECTION 6.07. Ratio of Total Funded Net Debt to Consolidated Net Worth. The Company will not permit the Net Debt Ratio to exceed, on any Test Date, 1.00 to 1.00.

SECTION 6.08. Incorporation by Reference. Notwithstanding any other provision contained herein, in the event that any agreement or instrument governing Senior Notes or any Existing Credit Agreement shall contain any restrictive covenant or event of default that is either more restrictive than the corresponding covenant or Event of Default contained herein or not comparable to any covenant or Event of Default contained herein (it being agreed, however, that in the case of the restrictive covenant set forth in Section 6.04 of any Existing Credit Agreement as in effect on the date hereof, such restrictive covenant shall not be deemed to be more restrictive than the covenant set forth in Section 6.04 hereof), this Agreement shall be deemed to have been amended to incorporate such restrictive covenant or Event of Default, mutatis mutandis, into this Article VI or Article VII (as such covenant or event of default is in effect from time to time under the relevant agreement or instrument, but without giving effect to any amendment or waiver in return for which the holders of the Senior Notes or lenders under any Existing Credit Agreement receive (a) any Guarantees, collateral security or other credit support that is not also received by the Lenders or (b) any fee or other consideration unless the equivalent of such fee or other consideration (determined, in the case of any fee or other monetary consideration, as the same percentage of the aggregate outstanding principal amount of the Loans as the percentage such fee or other consideration given to such holders or lenders, represents of the aggregate outstanding principal amount of the applicable Senior Notes or of the Indebtedness and unused commitments under any Existing Credit Agreement) shall be given to the Lenders at the same time as such fee or other consideration is given to such holders or lenders). The Company covenants and agrees that (i) it has provided (or, promptly after the effectiveness thereof, will provide) the Administrative Agent with true and complete copies of all definitive documentation effecting, governing or evidencing the Senior Notes or any Existing Credit Agreement (it being understood and agreed that the Company shall not be required to provide copies of such Existing Credit Agreement as in effect on the date hereof) and (ii) it will execute any and all further documents and agreements, including amendments hereto, and take all such further actions, as shall be reasonably requested by the Administrative Agent to give effect to this Section.

ARTICLE VII

Events of Default

If any of the following events ("Events of Default") shall occur:

(a) any principal of any Loan shall not be paid when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Article) payable under this Agreement shall not be paid

when and as the same shall become due and payable, and such failure shall continue unremedied for a period of 10 days;

(c) any representation or warranty made or deemed made by any Loan Party in or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect when made or deemed made in any material respect;

(d) the Company or any Subsidiary shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02(a), 5.03 (with respect to the Company's existence) or 5.08 or in Article VI (except to the extent such failure is covered by clause (e)(i) of this Article), or shall fail for a period of three Business Days to observe or perform any covenant or agreement contained in Section 5.09;

(e) the Company or any Subsidiary shall fail to observe or perform any covenant, condition or agreement (i) contained in Article VI, to the extent that (A) such failure is not the result of any willful act or omission known by the Company or such Subsidiary at the time it is taken or omitted to be taken to violate this Agreement, (B) such failure is susceptible of a cure and (C) the Company and, if applicable, such Subsidiary are working diligently to effect such a cure, or (ii) contained in any Loan Document (other than those specified in clause (a), (b) or (d) of this Article), and in each such case such failure shall continue unremedied for a period of 30 days after notice thereof from the Administrative Agent to the Company (which notice will be given at the request of any Lender);

(f) the Company or any Subsidiary shall fail (subject to any applicable grace period) (i) to make any payment (whether of principal or interest) in respect of any Material Indebtedness, when and as the same shall become due and payable, or (ii) to make any payment (whether of principal or interest) in an amount exceeding US\$300,000,000 in respect of any Hedging Agreement and such failure shall continue unremedied for a period of 10 days;

(g) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (g) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, bankruptcy, reorganization or other relief in respect of the Company or any Subsidiary or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, administrator, custodian, sequestrator, conservator or similar official for the Company or any Subsidiary or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or

decree approving or ordering any of the foregoing shall be entered; provided that, with respect to any Subsidiary, none of the foregoing shall be a Default or Event of Default unless it would result in a Material Adverse Effect;

(i) the Company or any Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Article, (iii) apply for or consent to the appointment of a receiver, trustee, administrator, custodian, sequestrator, conservator or similar official for the Company or any Subsidiary or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing; provided that, with respect to any Subsidiary, none of the foregoing shall be a Default or Event of Default unless it would result in a Material Adverse Effect;

(j) the Company or any Subsidiary shall become unable, admit in writing its inability or fail generally to pay its debts constituting Material Indebtedness as they become due; provided that, with respect to any Subsidiary, none of the foregoing shall be a Default or Event of Default unless it would result in a Material Adverse Effect;

(k) one or more judgments for the payment of money in an aggregate amount in excess of US\$300,000,000 (exclusive of any amounts covered by independent third-party insurer as to which such insurer has been notified of a potential claim and does not dispute coverage) shall be rendered against the Company, any Subsidiary or any combination thereof and the same shall remain undischarged for a period of 60 consecutive days during which execution shall not be effectively stayed or bonded, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of the Company or any Subsidiary to enforce any such judgment;

(l) an ERISA Event shall have occurred that, when taken together with all other ERISA Events that have occurred, would reasonably be expected to result in a Material Adverse Effect;

(m) the Guarantee of any Subsidiary Guarantor under the Subsidiary Guarantee Agreement shall not for any reason be, or shall be asserted by the Company or any Subsidiary Guarantor in writing not to be, in full force and effect and enforceable against such Subsidiary Guarantor in all material respects in accordance with its terms (for the avoidance of doubt, the merger or consolidation of any Subsidiary Guarantor with another Subsidiary Guarantor or the Company or the release of a Subsidiary Guarantor from the Subsidiary Guarantee Agreement, in each case to the extent otherwise permitted by this Agreement, shall not constitute an Event of Default); or

(n) a Change in Control of the Company shall have occurred;

then, and in every such event (other than an event with respect to the Company described in clause (h) or (i) of this Article), and at any time thereafter during the continuance of such event,

subject to Section 4.03, the Administrative Agent may with the consent, and shall at the request, of the Required Lenders, by notice to the Company, take either or both of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Company accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Company; and in case of any event with respect to the Company described in clause (h) or (i) of this Article, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Company accrued hereunder, shall immediately and automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Company.

ARTICLE VIII

The Administrative Agent

Each of the Lenders hereby irrevocably appoints the entity named as Administrative Agent to serve as the administrative agent under the Loan Documents, and authorizes the Administrative Agent to take such actions and to exercise such powers as are delegated to the Administrative Agent by the terms thereof, together with such actions and powers as are reasonably incidental thereto.

Any Person serving as the Administrative Agent hereunder shall have the same rights and powers, and the same obligations, in its capacity as a Lender as any other Lender and may exercise or perform the same as though it were not the Administrative Agent, and such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other capacity for and generally engage in any kind of business with the Company or any Subsidiary or other Affiliate thereof as if it were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

The Administrative Agent shall not have any duties or obligations except those expressly set forth in the Loan Documents, and in performing its function and duties hereunder and under the other Loan Documents, the Administrative Agent is acting solely on behalf of the Lenders (except in limited circumstances expressly provided for herein relating to the maintenance of the Register), and its function and duties are entirely mechanical and administrative in nature. The motivations of the Administrative Agent are commercial in nature and not to invest in the general performance or operations of the Company and its Subsidiaries. Without limiting the generality of the foregoing, (a) the Administrative Agent does not assume, and shall not be deemed to have assumed, any obligation or duty or any other relationship as the agent, fiduciary or trustee of or for any Lender or other Person, other than as expressly set forth herein and in the other Loan Documents, regardless of whether a Default has occurred and is continuing (and it is understood and agreed that the use of the term “agent” (or any similar term) herein or in any other Loan Document with reference to the Administrative Agent is not intended

to connote any fiduciary duty or other implied (or express) obligations arising under agency doctrine of any applicable law, and that such term is used as a matter of market custom and is intended to create or reflect only an administrative relationship between contracting parties), and each Lender agrees that it will not assert any claim against the Administrative Agent based on an alleged breach of fiduciary duty by the Administrative Agent in connection with this Agreement, any other Loan Document and/or the transactions contemplated hereby or thereby, (b) the Administrative Agent shall not have any duty to take any discretionary action or to exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in Section 9.02), provided that the Administrative Agent shall not be required to take any action that, in its opinion, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable law, and (c) except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Company or any of its Subsidiaries or other Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity. Neither the Administrative Agent nor any of its Related Parties shall be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in Section 9.02) or in the absence of its own gross negligence, bad faith or willful misconduct. The Administrative Agent shall be deemed not to have knowledge of any of the events or circumstances set forth or described in Section 5.02, or any Default, unless and until written notice thereof, stating that it is a “notice under Section 5.02” in respect of this Agreement and identifying the specific clause under such Section, is given to the Administrative Agent by the Company or any Default unless and until written notice thereof, stating that it is a “notice of Default” or a “notice of an Event of Default”, is given to the Administrative Agent by the Company or a Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any recital, statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered thereunder or in connection therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth any Loan Document or the occurrence of any Default, (iv) the sufficiency, value, validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document (including, for the avoidance of doubt, in connection with the Administrative Agent’s reliance on any Electronic Signature transmitted by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page), or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items (which on their face purport to be such items) expressly required to be delivered to the Administrative Agent or satisfaction of any condition that expressly refers to the matters described therein being acceptable or satisfactory to the Administrative Agent. Notwithstanding anything herein to the contrary, the Administrative Agent shall not be liable for, or be responsible for any loss, cost or expense suffered by the Company or any Lender as a result of, any determination that any Lender is a Defaulting Lender, or the effective date of such status, it being further understood and agreed that the Administrative Agent shall not have any

obligation to determine whether any Lender is a Defaulting Lender. Nothing in this Agreement shall require the Administrative Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its functions or duties hereunder or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for acting or not acting upon, any notice, request, certificate, consent, statement, instrument, document or other writing (which writing may be any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed or sent or otherwise authenticated by the proper Person (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the signatory, sender or authenticator thereof). The Administrative Agent also may rely upon, and shall not incur any liability for acting or not acting upon, any statement made to it orally or by telephone and believed by it to be made by the proper Person (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the maker thereof), and may act upon any such oral or telephonic statement prior to receipt of written confirmation thereof. The Administrative Agent may consult with legal counsel (who may be counsel for the Company), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts. The Administrative Agent may treat the payee of any promissory note as its holder until such promissory note has been assigned in accordance with Section 9.04 and may rely on the Register to the extent set forth in Section 9.04(c).

The Administrative Agent may perform any and all its duties and exercise its rights and powers under any Loan Document by or through any one or more sub-agents appointed by it. The Administrative Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facility provided for herein as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agent except to the extent the Administrative Agent acted with gross negligence, bad faith or willful misconduct in the selection of such sub-agent.

In case of the pendency of any proceeding with respect to any Loan Party under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Company) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim under Sections 2.10, 2.11, 2.13, 2.15 and 9.03) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, interim-receiver, receiver and manager, monitor, assignee, trustee, liquidator, sequestrator, judicial manager, interim judicial manager or other similar official in any such proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due to it, in its capacity as the Administrative Agent, under the Loan Documents (including under Section 9.03). Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

Subject to the appointment and acceptance of a successor Administrative Agent as provided in this paragraph, the Administrative Agent may resign at any time by notifying the Lenders and the Company. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the consent of the Company (not to be unreasonably withheld), to appoint a successor. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders with the consent of the Company (not to be unreasonably withheld), appoint a successor Administrative Agent, which shall be a bank with an office in New York, New York, or an Affiliate of any such bank. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations under the Loan Documents. The fees payable by the Company to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Company and such successor. After an Administrative Agent's resignation under the Loan Documents, the provisions of this Article and Section 9.03 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Administrative Agent.

Each Lender represents and warrants that (a) the Loan Documents set forth the terms of a commercial lending facility, (b) in participating as a Lender, it is engaged in making, acquiring or holding commercial loans and in providing other facilities set forth herein as may be applicable to such Lender, in each case in the ordinary course of business, and not for the purpose of investing in the general performance or operations of the Company and its Subsidiaries, or for the purpose of purchasing, acquiring or holding any other type of financial instrument such as a security (and each Lender agrees not to assert a claim in contravention of the foregoing, such as a claim under the federal or state securities law), (c) it has, independently and without reliance upon the Administrative Agent, the Arranger or any other Lender, or any of the Related Parties of any of the foregoing, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement as a Lender, and to make, acquire or hold Loans hereunder and (d) it is sophisticated with respect

to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such Lender, and either it, or the Person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent, the Arranger or any other Lender, or any of the Related Parties of any of the foregoing, and based on such documents and information (which may contain material non-public information) as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

Each Lender, by delivering its signature page to this Agreement on the Effective Date, or delivering its signature page to an Assignment and Assumption or any other Loan Document pursuant to which it shall become a Lender hereunder, shall be deemed to have acknowledged receipt of, and consented to and approved, each Loan Document and each other document required to be delivered to, or be approved by or satisfactory to, the Administrative Agent or the Lenders on the Effective Date. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender sufficiently in advance of the making of such Loan.

Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Company or any other Loan Party, that at least one of the following is and will be true: (i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement, (ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, (iii)(A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of

and performance of the Loans, the Commitments and this Agreement, or (iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

In addition, unless either (1) sub-clause (i) in the immediately preceding paragraph is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding paragraph, such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Company or any other Loan Party, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

Each Lender further acknowledges and agrees that the Arranger shall not in its capacity as such have any duties or responsibilities hereunder.

Each Lender hereby agrees that (x) if the Administrative Agent notifies such Lender that the Administrative Agent has determined in its sole discretion that any funds received by such Lender from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a "Payment") were erroneously transmitted to such Lender (whether or not known to such Lender), and demands the return of such Payment (or a portion thereof), such Lender shall promptly, but in no event later than one Business Day thereafter (or such later date as the Administrative Agent may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect, and (y) to the extent permitted by applicable law, such Lender shall not assert, and hereby waives, as to the Administrative Agent, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Payments received, including without limitation any defense based on "discharge for value" or any similar doctrine. A notice of the Administrative Agent to any Lender under this paragraph shall be conclusive, absent manifest error.

Each Lender hereby further agrees that if it receives a Payment from the Administrative Agent or any of its Affiliates (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a "Payment Notice") or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Lender agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error,

such Lender shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one Business Day thereafter (or such later date as the Administrative Agent may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Lender under this paragraph shall be conclusive, absent manifest error.

The Company hereby agrees that (x) in the event an erroneous Payment (or portion thereof) is not recovered from any Lender that has received such Payment (or portion thereof) for any reason (such unrecovered amount, a "Payment Return Deficiency"), the Administrative Agent shall be subrogated to all the rights of such Lender with respect to such amount and (y) an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Company or any other Loan Party, except, in each case, to the extent such erroneous Payment is, and solely with respect to the amount of such erroneous Payment that is, comprised of funds received by the Administrative Agent from the Company or any other Loan Party for the purpose of making a payment to satisfy certain Obligations and is not otherwise repaid or returned to a Loan Party by the Administrative Agent, a Lender or any of their respective Affiliates, whether pursuant to a legal proceeding or otherwise. In addition, each party hereto agrees that, except to the extent that the Administrative Agent has sold a Loan (or portion thereof) acquired pursuant to the assignment of a Payment Return Deficiency, and irrespective of whether the Administrative Agent may be equitably subrogated, the Administrative Agent shall be contractually subrogated to all the rights and interests of the applicable Lender under the Loan Documents with respect to each Payment Return Deficiency.

Each party's obligations under the three immediately preceding paragraphs shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations.

ARTICLE IX

Miscellaneous

SECTION 9.01. Notices. (a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) of this Section), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by email, as follows:

(i) if to the Company, to it at Mars, Incorporated, 6885 Elm Street, McLean, Virginia 22101, Attention of [REDACTED]

(ii) if to the Administrative Agent, to it at JPMorgan Chase Bank, N.A., Loan and Agency Services Group, 4041 Ogletown Stanton Rd, Newark, DE 19713, Attention of [REDACTED]

[REDACTED]; and

(iii) if to any other Lender, to it at its address set forth in its Administrative Questionnaire.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by using the Platform pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Article II to any Lender if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. Any notices or other communications to the Administrative Agent, the Company or other Loan Parties may, in addition to email, be delivered or furnished by other electronic communications pursuant to procedures approved by the recipient thereof prior thereto; provided that approval of such procedures may be limited or rescinded by any such Person by notice to each other such Person.

(c) Any party hereto may change its address or email for notices and other communications hereunder by notice to the other parties hereto (or, in the case of any change by a Lender, by notice to the Company and the Administrative Agent). Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an email address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to the Platform shall be deemed received upon the deemed receipt by the intended recipient, at its email address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient.

(d) The Company agrees that the Administrative Agent may, but shall not be obligated to, make any Communications available to the Lenders by posting the Communications on IntraLinks™, DebtDomain, SyndTrak, ClearPar or any other electronic platform chosen by the Administrative Agent to be its electronic transmission system (the "Platform"). Although the Platform and its primary web portal are secured with generally-applicable security procedures and policies implemented or modified by the Administrative Agent from time to time (including, as of the Effective Date, a user ID/password authorization system) and the Platform is secured through a per-deal authorization method whereby each user may access the Platform only on a deal-by-deal basis, each of the Lenders and the Company acknowledges and agrees that the distribution of material through an electronic medium is not necessarily secure, that the Administrative Agent is not responsible for approving or vetting the representatives or contacts of any Lender that are added to the Platform, and that there may be confidentiality and other risks associated with such distribution. Each of the Lenders and the

Company hereby approves distribution of the Communications through the Platform and understands and assumes the risks of such distribution. The Platform and the Communications are provided “as is” and “as available”. None of the Applicable Parties (as defined below) warrants, or shall be deemed to warrant, the accuracy or completeness of the Communications or the adequacy of the Platform, and each of the Applicable Parties expressly disclaim liability for errors or omissions in the Communications and the Platform. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third party rights or freedom from viruses or other code defects, is made, or shall be deemed to be made, by the Applicable Parties in connection with the Communications or the Platform. In no event shall the Administrative Agent, the Arranger or any of their respective Related Parties (collectively, “Applicable Parties”) have any liability to any Loan Party, any Lender or any other Person for damages of any kind, including direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of any Loan Party’s or the Administrative Agent’s transmission of Communications through the Internet or the Platform. Each Lender agrees that notice to it (as provided in the next sentence) specifying that Communications have been posted to the Platform shall constitute effective delivery of the Communications to such Lender for purposes of the Loan Documents. Each Lender agrees (i) to notify the Administrative Agent in writing (which could be in the form of electronic communication) from time to time of such Lender’s email address to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such email address. Each of the Lenders and the Company agrees that the Administrative Agent may, but (except as may be required by applicable law) shall not be obligated to, store the Communications on the Platform in accordance with the Administrative Agent’s generally applicable document retention procedures and policies.

SECTION 9.02. Waivers; Amendments. (a) No failure or delay (including pursuant to Section 4.03) by the Administrative Agent or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or any of their respective Related Parties may have had notice or knowledge of such Default at the time.

(b) Except as provided in paragraph (c) of this Section, none of this Agreement, any other Loan Document or any provision hereof or thereof may be waived, amended or modified except, in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Company and the Required Lenders or by the Company and the Administrative Agent with the consent of the Required Lenders and, in the case of the Subsidiary Guarantee Agreement, pursuant to an agreement or agreements in writing entered into by the

Administrative Agent and the Subsidiary Guarantors with the consent of the Required Lenders; provided that no such agreement shall (i) increase any Commitment of any Lender, or change the currency in which Loans are available thereunder, without the written consent of such Lender, (ii) reduce the principal amount of any Loan or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Lender affected thereby, (iii) postpone the scheduled maturity date of any Loan or the date of any scheduled payment of the principal amount of any Loan, or any date for the payment of any interest thereon or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender affected thereby, (iv) change Section 2.16(b) or 2.16(c) in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender, (v) subject to Section 9.17, release all or substantially all of the Subsidiary Guarantors from their Guarantees under the Subsidiary Guarantee Agreement, or limit their liability in respect of such Guarantees, in each case, without the written consent of each Lender or (vi) change any of the provisions of this Section or any other provision of any Loan Document specifying the number or percentage of Lenders required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder or change the percentage set forth in the definition of the term of Required Lenders, in each case without the written consent of each Lender; provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent without the prior written consent of the Administrative Agent.

(c) Notwithstanding anything to the contrary in paragraph (b) of this Section:

(i) any provision of this Agreement or any other Loan Document may be amended by an agreement in writing entered into by the Company and the Administrative Agent to cure any ambiguity, omission, defect or inconsistency so long as, in each case, the Lenders shall have received at least five Business Days' prior written notice thereof and the Administrative Agent shall not have received, within five Business Days of the date of such notice to the Lenders, a written notice from the Required Lenders stating that the Required Lenders object to such amendment;

(ii) no consent with respect to any amendment, waiver or other modification of this Agreement or any other Loan Document shall be required of any Defaulting Lender, except with respect to any amendment, waiver or other modification referred to in clause (i), (ii) or (iii) set forth in paragraph (b) of this Section and then only in the event such Defaulting Lender shall be affected by such amendment, waiver or other modification;

(iii) this Agreement may be amended as provided in Section 2.12(b); and

(iv) this Agreement and the other Loan Documents may be amended by an agreement in writing entered into by the Company, the Required Lenders and the Administrative Agent if (x) by the terms of such agreement the Commitments of each Lender not consenting to the amendment provided for therein shall terminate upon the effectiveness of such amendment and (y) at the time such amendment becomes effective, each Lender not consenting thereto receives payment in full of the principal of and interest accrued on each Loan made and all other amounts owing to it or accrued for its account under this Agreement.

(d) The Administrative Agent may, but shall have no obligation to, with the concurrence of any Lender, execute amendments, waivers or other modifications on behalf of such Lender. Any amendment, waiver or other modification effected in accordance with this Section 9.02 shall be binding upon each Person that is at the time thereof a Lender and each Person that subsequently becomes a Lender.

SECTION 9.03. Expenses; Indemnity; Limitation on Liability. (a) The Company shall pay (i) all reasonable, documented out-of-pocket expenses incurred by the Administrative Agent, the Arranger and their Affiliates, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent and the Arranger, in connection with the syndication of the credit facility provided for herein, the preparation, execution, delivery and administration of this Agreement and the other Loan Documents, or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all reasonable, documented out-of-pocket expenses incurred by the Administrative Agent or any Lender, including the reasonable fees, charges and disbursements of any counsel for the Administrative Agent or any Lender, in connection with the enforcement or protection of its rights in connection with the Loan Documents, including its rights under this Section, or in connection with the Loans made hereunder.

(b) The Company shall indemnify the Administrative Agent, each Lender, each Arranger and each Related Party of any of the foregoing Persons (each such Person being called an “Indemnitee”), against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties to the Loan Documents of their respective obligations thereunder or the consummation of the Transactions, the Acquisition or any other transactions contemplated hereby, (ii) any Loan or the use of the proceeds therefrom, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Company or any of the Subsidiaries, or any Environmental Liability related in any way to the Company or any of the Subsidiaries or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto (and regardless of whether such matter is initiated by the Company or any other Person); provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses have resulted from the gross negligence, willful misconduct or bad faith of such Indemnitee, any of its Affiliates or their respective Related Parties. This Section 9.03(b) shall not apply with respect to Taxes other than Taxes that represent losses, claims, damages or liabilities arising from any non-Tax claim.

(c) To the extent that the Company fails to pay any amount required to be paid by it to the Administrative Agent (or any sub-agent thereof) or any Related Party thereof under paragraph (a) or (b) of this Section, each Lender severally agrees to pay to the Administrative Agent (or such sub-agent) or such Related Party, as the case may be, such Lender’s pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss,

claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or such sub-agent) in its capacity as such, or against any such Related Party acting for the Administrative Agent (or any sub-agent thereof) in connection with such capacity. For purposes of this Section, a Lender's "pro rata share" shall be determined based upon the percentage of the aggregate principal amount of all outstanding Loans represented by the aggregate principal amount of its outstanding Loans, in each case, at the time (or most recently outstanding).

(d) All amounts due under this Section shall be payable promptly after written demand therefor.

(e) To the extent permitted by applicable law, the Company shall not assert, or permit any of its Affiliates or Related Parties to assert, and each hereby waives, any losses, claims, demands, damages, penalties or liabilities of any kind, on any theory of liability, against the Administrative Agent, the Arranger, any Lender or any Related Party of any of the foregoing Persons (each such Person being called a "Lender-Related Person") (i) arising from the use by others of information or other materials (including any personal data) obtained through electronic, telecommunications or other information transmission systems (including the Internet), unless such use results from gross negligence, willful misconduct or bad faith of such Lender-Related Person, any of its Affiliates or their respective Related Parties, in each case, or (ii) for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or the use of the proceeds thereof.

SECTION 9.04. Successors and Assigns. (a) 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 Company may not (except as expressly permitted by Section 6.02(a)(iii)) assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Company without such consent shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in paragraphs (e) and (f) of this Section), the Arranger and, to the extent expressly contemplated hereby, the sub-agents of the Administrative Agent and the Related Parties of any of the Administrative Agent, the Arranger and any Lender)) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent of:

(A) (1) prior to the end of the Certain Funds Period, the Company (in the case of assignment of Commitments and related rights, in its sole and absolute discretion and, in the case of assignment of Loans and related rights, such consent not to be unreasonably withheld) and (2) at any time thereafter, the Company

(such consent not to be unreasonably withheld); provided that in the case of clause (1) above (only with respect to assignment of Loans and related rights) and in the case of clause (2) above, no consent of the Company shall be required (x) for an assignment to a Lender, an Affiliate of a Lender or any Approved Fund, or (y) if an Event of Default under clause (a), (b), (h), (i) or (j) of Article VII has occurred and is continuing, for any other assignment; provided further, that the Company shall be given prior written notice of any assignment for which its consent is not required as a result of the preceding proviso; and

(B) the Administrative Agent (such consent not to be unreasonably withheld); provided that no consent of the Administrative Agent shall be required for an assignment to a Lender, an Affiliate of a Lender or any Approved Fund.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender or, in the case of an assignment of Loans and related rights, any Approved Fund, or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than £5,000,000, unless each of the Company and the Administrative Agent otherwise consents; provided that no such consent of the Company shall be required if an Event of Default under clause (a), (b), (h), (i) or (j) of Article VII has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption (or an agreement incorporating by reference a form of Assignment and Assumption posted on the Platform), together with a processing and recordation fee of US\$3,500; and

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (d) of this Section, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.13, 2.15

and 9.03). No Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section shall be null and void.

(c) The Administrative Agent, acting solely for this purpose as an agent of the Company, shall maintain at one of its offices in The City of New York a copy of each Assignment and Assumption delivered to it and records of the names and addresses of the Lenders, and the Commitment of, and principal amount (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the “Register”). The entries in the Register shall be conclusive absent manifest error, and the Company, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Company and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Upon its receipt of a duly completed Assignment and Assumption (or an agreement incorporating by reference a form of Assignment and Assumption posted on the Platform) executed by an assigning Lender and an assignee, the assignee’s completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph. Each assignee, by its execution and delivery of an Assignment and Assumption, shall be deemed to have represented to the assigning Lender and the Administrative Agent that such assignee is an Eligible Assignee and that it is able to receive payments of interest hereunder free of Excluded Taxes referred to in clause (c) of the definition of such term.

(e) Any Lender may, without the consent of or notice to the Company or the Administrative Agent, sell participations to one or more Eligible Assignees (each a “Participant”) in all or a portion of such Lender’s rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans owing to it); provided that (i) such Lender’s obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Company the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of any Loan Document; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that affects such Participant. Subject to paragraph (f) of this Section, the Company agrees that each Participant shall be entitled to the benefits of Sections 2.13 and 2.15 (subject to the requirements and limitations therein) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To

the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.16(c) as though it were a Lender. Each Lender selling participations shall keep a register (the "Participant Register") in which it shall record the name and address of each Participant to which such Lender sells participations and the amount and terms of such participations, acting for this purpose as a non-fiduciary agent of the Company; provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans or other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan or other obligation is in registered form under Section 5f.103-1(c) of the Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register. Any sale of a participation by a Lender in rights or obligations under this Agreement that does not comply with this paragraph shall be null and void.

(f) A Participant shall not be entitled to receive any greater payment under Section 2.13 or 2.15 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Company's prior written consent. A Participant shall not be entitled to the benefits of Section 2.15 unless the Company is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Company, to comply with Section 2.15 (it being understood that the documentation required under Section 2.15(f) shall be delivered to the participating Lender) as though it were the Lender.

(g) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to a Federal Reserve Bank or other central bank or the Federal Farm Credit Banks Funding Corporation, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(h) If any assignment of all or any part of the rights and obligations of a Lender under this Agreement pursuant to this Section is made that results at the time thereof in amounts becoming payable under Section 2.13 or 2.15, then the assignee shall be entitled to receive such amounts only to the extent that the assignor would have been so entitled had there been no such assignment.

SECTION 9.05. Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to any Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by

any such other party or on its behalf and notwithstanding that the Administrative Agent, the Arranger, any Lender or any Affiliate of any of the foregoing may have had notice or knowledge of any Default or incorrect representation or warranty at the time any Loan Document is executed and delivered or any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid and so long as the Commitments have not expired or terminated. The provisions of Sections 2.13, 2.15, 9.03, 9.12 and 9.14 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Commitments or the termination of this Agreement or any provision hereof.

SECTION 9.06. Counterparts; Integration; Effectiveness; Electronic Execution.

(a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the Subsidiary Guarantee Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof (but do not supersede any provisions of the Fee Letter). Subject to Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Delivery of an executed counterpart of a signature page (including any Electronic Signature) of this Agreement, any other Loan Document or any document, amendment, approval, consent, information, notice (including any notice delivered pursuant to Section 9.01), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an "Ancillary Document") by emailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart hereof or thereof. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Company or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be

promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Company hereby (A) agrees that, for all purposes, including in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders and the Loan Parties, Electronic Signatures transmitted by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (B) agrees that each of the Administrative Agent and the Lenders may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (C) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (D) waives any claim against any Lender-Related Person for any losses, claims, demands, damages, penalties, liabilities and expenses of any kind, on any theory of liability, arising solely from the Administrative Agent's and/or any Lender's reliance on or use of Electronic Signatures and/or transmissions by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page, including any losses, claims, demands, damages, penalties, liabilities and expenses of any kind, on any theory of liability, arising as a result of the failure of the Company and/or any other Loan Party to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

SECTION 9.07. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 9.08. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or any of its Affiliates to or for the credit or the account of any Loan Party against any obligations then due of such Loan Party now or hereafter arising under this Agreement or any other Loan Document held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement or such other Loan Document. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender may have.

SECTION 9.09. Governing Law; Jurisdiction; Consent to Service of Process.

(a) THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEW YORK, AND THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SAID STATE.

(b) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York sitting in New York County, and any appellate court from any thereof, in any suit, action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such suit, action or proceeding shall be heard and determined exclusively in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12. Confidentiality. Each of the Administrative Agent and the Lenders agrees to use the Information (as defined below) only for the purposes related to the Transactions (including, without limitation, the execution of this Agreement and the contemplated use of proceeds of the Loans) and to maintain the confidentiality of the Information, except that Information may be disclosed (a) on a “need-to-know” basis to its Related Parties, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made shall be subject to a professional or other obligation of confidentiality or will be informed of the confidential nature of such Information and will agree to keep such Information confidential and to use it only for the purposes permitted hereunder), (b) to the extent requested by any Governmental Authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws, rules or regulations or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) to the extent necessary in connection with the exercise of any remedies under any Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its Related Parties) to any swap or derivative transaction relating to the Company, and Subsidiary or any of their obligations, (g) with the consent of the Company, (h) on a confidential basis to (i) any rating agency in connection with rating the Company or its Subsidiaries or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to the credit facility provided for herein, (i) in the case of information with respect to this Agreement that is of the type routinely provided by arrangers to such providers, to data service providers, including league table providers, that serve the lending industry or (j) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent or any Lender on a nonconfidential basis from a source other than a Loan Party. For purposes of this Section, “Information” means all information received from a Loan Party relating to the Company or any Subsidiary or any of its businesses, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by any Loan Party. To the extent practicable and permitted by applicable law, the Administrative Agent or any Lender shall advise the Company as soon as possible prior to making any such disclosure (other than pursuant to clause (a), (d), (e), (f) or (h) above or pursuant to clause (b) above with respect to disclosures made to regulatory authorities in the course of routine regulatory examinations and audits) that the Administrative Agent or such Lender has made a determination to make such disclosure.

SECTION 9.13. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts that are treated as interest on such Loan under applicable law (collectively the “Charges”), shall exceed the maximum lawful rate (the “Maximum Rate”) that may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the

interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Central Bank Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.14. Judgment Currency. (a) If, for the purpose of obtaining judgment in any court, it is necessary to convert a sum owing hereunder in one currency into another currency, each party hereto agrees, to the fullest extent that it may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures in the relevant jurisdiction the first currency could be purchased with such other currency on the Business Day immediately preceding the day on which final judgment is given.

(b) The obligations of the Company in respect of any sum due to any party hereto or any holder of any obligation owing hereunder (the "Applicable Creditor") shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than the currency in which such sum is stated to be due hereunder (the "Agreement Currency"), be discharged only to the extent that, on the Business Day following receipt by the Applicable Creditor of any sum adjudged to be so due in the Judgment Currency, the Applicable Creditor may in accordance with normal banking procedures in the relevant jurisdiction purchase the Agreement Currency with the Judgment Currency; if the amount of the Agreement Currency so purchased is less than the sum originally due to the Applicable Creditor in the Agreement Currency, the Company agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Applicable Creditor against such loss.

SECTION 9.15. PATRIOT Act. Each Lender hereby notifies the Loan Parties that pursuant to the requirements of the PATRIOT Act and the Beneficial Ownership Regulation, it is required to obtain, verify and record information that identifies the Loan Parties, which information includes the name and address of the Loan Parties and other information that will allow such Lender to identify the Loan Parties in accordance with the PATRIOT Act and the Beneficial Ownership Regulation.

SECTION 9.16. No Fiduciary Duty. (a) The Company acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that none of the Administrative Agent or any Lender will have any obligations except those obligations expressly set forth herein and in the other Loan Documents and that each of the Administrative Agent and the Lenders is acting solely in the capacity of an arm's length contractual counterparty to the Loan Parties with respect to the Loan Documents and the transactions contemplated thereby and not as a financial advisor or a fiduciary to, or an agent of, the Company, any other Loan Party or any other Person. The Company agrees that it will not assert any claim against the Administrative Agent or any Lender based on an alleged breach of fiduciary duty by such Person in connection with this Agreement, any other Loan Document and the transactions contemplated hereby or thereby. Additionally, the Company acknowledges and agrees that neither the Administrative Agent nor any Lender is advising the Company or any other Loan Party as to any legal, tax, investment, accounting, regulatory or any other matters relating to the transactions contemplated hereby in any jurisdiction.

(b) The Company acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that the Administrative Agent and each Lender, together with its Affiliates, may be a full service securities or banking firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, any of the Administrative Agent and the Lenders may provide investment banking and other financial services to, and/or acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of, the Company, the Subsidiaries and other companies with which the Company or any Subsidiary may have commercial or other relationships. With respect to any securities and/or financial instruments so held by any of the Administrative Agent, any Lender or any of their respective customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion.

(c) In addition, the Company acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that each of the Administrative Agent, any Lender and their respective Affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which the Company or any Subsidiary may have conflicting interests regarding the transactions described herein and otherwise.

SECTION 9.17. Release of Subsidiary Guarantees. (a) The Guarantee of any Subsidiary Guarantor provided for in the Subsidiary Guarantee Agreement shall be automatically released at such time as the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder have been paid in full.

(b) The Guarantee of any Subsidiary Guarantor provided for in the Subsidiary Guarantee Agreement shall also automatically be released upon the consummation of any transaction permitted by this Agreement as a result of which such Subsidiary Guarantor ceases to be a Subsidiary; provided, however, that each Guarantee by such Subsidiary Guarantor of the Senior Notes and Indebtedness under any Existing Credit Agreement shall have been released or discharged and such Subsidiary Guarantor shall have no further obligations, accrued or contingent, with respect to the Senior Notes or any Existing Credit Agreement.

SECTION 9.18. Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

[Signature pages follow]

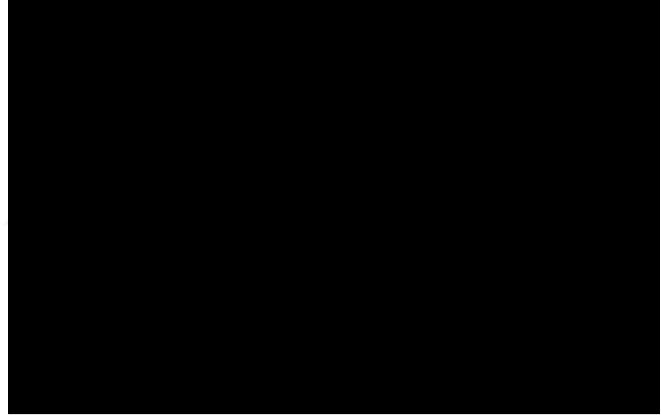
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

MARS, INCORPORATED

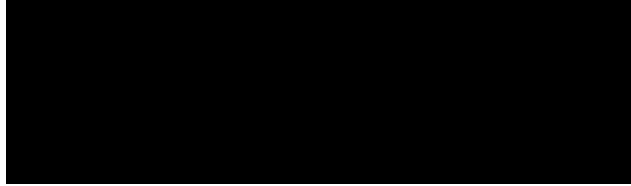


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

MARS, INCORPORATED



JPMORGAN CHASE BANK, N.A., individually
and as Administrative Agent,



Mars, Incorporated
Term Credit Agreement

Schedule 1.01: Senior Notes

Senior Notes issued by Mars, Incorporated:

- 3.49% Series J Senior Notes Due October 11, 2024
- 3.74% Series K Senior Notes Due October 11, 2027
- 2.72% Series N Senior Notes due September 27, 2026
- 2.82% Series O Senior Notes due September 27, 2028
- 2.97% Series P Senior Notes due September 27, 2031
- 3.34% Series Q Senior Notes due September 27, 2036
- 3.57% Series R Senior Notes due September 27, 2041
- 3.75% Series S Senior Notes due September 27, 2046
- 3.30% Series T-1 Senior Notes Due March 29, 2024
- 3.30% Series T-2 Senior Notes Due March 29, 2024
- 3.53% Series U-1 Senior Notes Due March 29, 2027
- 3.53% Series U-2 Senior Notes Due March 29, 2027
- 3.63% Series V-1 Senior Notes Due March 29, 2029
- 3.63% Series V-2 Senior Notes Due March 29, 2029
- 3.78% Series W Senior Notes Due March 29, 2032
- 4.07% Series X Senior Notes Due March 29, 2037
- 4.27% Series Y-1 Senior Notes Due March 29, 2042
- 4.27% Series Y-2 Senior Notes Due March 29, 2042
- 1.71% Series AA Senior Notes Due March 29, 2024
- 2.00% Series BB Senior Notes Due March 29, 2027
- 2.700% Notes due April 1, 2025
- 3.200% Notes due April 1, 2030
- 3.600% Notes due April 1, 2034
- 3.875% Notes due April 1, 2039
- 3.950% Notes due April 1, 2044
- 3.950% Notes due April 1, 2049
- 4.125% Notes due April 1, 2054
- 4.200% Notes due April 1, 2059
- 0.875% Notes due July 16, 2026
- 1.625% Notes due July 16, 2032
- 2.375% Notes due July 16, 2040
- 2.450% Notes due July 16, 2050
- 4.550% Notes due April 20, 2028

- 4.650% Notes due April 20, 2031
- 4.750% Notes due April 20, 2033

SCHEDULE 2.01

Mars, Incorporated
Term Credit Agreement

Schedule 2.01: Lenders and Commitments

Lender

JPMorgan Chase Bank, N.A.

Commitment

£375,000,000

SCHEDULE 3.07

Mars, Incorporated
Term Credit Agreement

Schedule 3.07: Litigation

NONE

Mars, Incorporated
Term Credit Agreement

Schedule 3.08: Environmental

NONE

SCHEDULE 6.01

Mars, Incorporated
Term Credit Agreement

Schedule 6.01: Existing Liens

NONE

SCHEDULE 6.03

Mars, Incorporated
Term Credit Agreement

Schedule 6.03: Affiliate Transactions

NONE

Mars, Incorporated
Term Credit Agreement

Schedule 6.04: Existing Restrictions

NONE

[FORM OF] ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (this “Assignment and Assumption”) is dated as of the Effective Date set forth below and is entered into by and between the Assignor (as defined below) and the Assignee (as defined below). Each capitalized term used but not defined herein shall have the meaning assigned to such term in the Credit Agreement (as defined below), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below, (a) all the Assignor’s rights and obligations in its capacity as a Lender under the Credit Agreement and any other document or instrument delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such Assignor’s outstanding rights and obligations under the facility identified below (including any Guarantees included in such facility), and (b) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other document or instrument delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (a) above (the rights and obligations sold and assigned pursuant to clauses (a) and (b) above being referred to herein collectively as the “Assigned Loan Interest”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Name of Assignor: _____
2. Name of Assignee: _____
[and is [a Lender] [an Affiliate/Approved Fund of [identify Lender]]]¹
3. Company: Mars, Incorporated
4. Administrative Agent: JPMorgan Chase Bank, N.A.
5. Credit Agreement: Term Credit Agreement dated as of November 16, 2023 (as it may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Mars, Incorporated, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent
6. Assigned Loan Interest:

Facility Assigned	Aggregate Amount of Commitments/Loans of all Lenders	Amount of Commitments/Loans Assigned ²	Percentage Assigned of Aggregate Amount of Commitments/Loans of all Lenders ³
Commitments/Loans	£ [_____]	£ [_____]	_____ %

Effective Date: _____, 20__ [TO BE INSERTED BY THE ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR].

The Assignee, if not already a Lender, agrees to deliver to the Administrative Agent a completed Administrative Questionnaire (and all applicable tax documentation) in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Company, any of its Subsidiaries and their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal, state and foreign securities laws.

¹ Select as applicable.

² Shall not be less than £5,000,000 unless each of the Company and the Administrative Agent otherwise consents, provided that no such consent of the Company shall be required if an Event of Default under clause (a), (b), (h), (i) or (j) of Article VII of the Credit Agreement has occurred and is continuing.

³ Set forth, to at least nine decimals, as a percentage of Commitments/Loans of all Lenders thereunder.

The terms set forth in this Assignment and Assumption are hereby agreed to:

[NAME OF ASSIGNOR],
as Assignor,

by:

Name:
Title:

[NAME OF ASSIGNEE],
as Assignee,

by:

Name:
Title:

[The undersigned hereby consent to the within assignment:]⁴

[MARS, INCORPORATED,
the Company,

[JPMORGAN CHASE BANK, N.A.,
as Administrative Agent,

by: _____

by: _____

Name:

Name:

Title:]

Title:]

⁴ Consents to be included to the extent required by Sections 9.04(b)(i)(A) and 9.04(b)(i)(B) of the Credit Agreement.

ANNEX 1 TO
ASSIGNMENT AND ASSUMPTION

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Loan Interest, (ii) the Assigned Loan Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated herein and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, other than statements made by it herein, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of any Loan Document, (iii) the financial condition of the Company or any of its Subsidiaries, (iv) any requirements under applicable law for the Assignee to become a Lender under the Credit Agreement or to charge interest at the rate set forth therein from time to time or (v) the performance or observance by the Company or any of its Subsidiaries or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it is an Eligible Assignee, (ii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (iii) it satisfies the requirements, if any, specified in the Credit Agreement and under applicable law that are required to be satisfied by it in order to acquire the Assigned Loan Interest and become a Lender, (iv) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Loan Interest, shall have the obligations of a Lender thereunder, (v) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Loan Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Loan Interest, is experienced in acquiring assets of such type, (vi) it has received and/or had the opportunity to review a copy of the Credit Agreement to the extent it has in its sole discretion deemed necessary, together with copies of the most recent financial statements delivered pursuant to Section 5.01 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Loan Interest, independently and without reliance on the Assignor, the Administrative Agent, the Arranger or any Lender, or any of the Related Parties of any of the foregoing, (vii) attached to this Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee, and (viii) it is able to receive payments of interest under the Credit Agreement free of Excluded Taxes referred to in clause (c) of the definition of such term, and (b) agrees that (i) it will, independently and without reliance on the Assignor, the Administrative Agent, the Arranger or any Lender, or any of the Related Parties of any of the foregoing, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, (ii) it hereby appoints and authorizes the Administrative Agent to take such action and to exercise such powers under any Loan Document as are delegated to the Administrative Agent, respectively, by the terms thereof, together with such powers as are reasonably incidental thereto, and (iii) it will perform in

accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender. Without limiting the foregoing, the Assignee represents and warrants, and agrees to, each of the matters set forth in Article VIII of the Credit Agreement, including that the Loan Documents set out the terms of a commercial lending facility.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Loan Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Acceptance and adoption of the terms of this Assignment and Assumption by the Assignee and the Assignor by Electronic Signature or delivery of an executed counterpart of a signature page of this Assignment and Assumption by any Platform shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be construed in accordance with and governed by the law of the State of New York.

[FORM OF] BORROWING REQUEST

JPMorgan Chase Bank, N.A.
as Administrative Agent
Loan and Agency Services Group
4041 Ogletown Stanton Rd
Newark, DE 19713
Attention of [REDACTED]
[REDACTED]

with a copy to

[REDACTED]

[Date]

Ladies and Gentlemen:

Reference is made to the Term Credit Agreement dated as of November 16, 2023 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Mars, Incorporated, a Delaware corporation (the “Company”), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent. Capitalized terms used but not otherwise defined herein shall have the meanings specified in the Credit Agreement.

This notice constitutes a Borrowing Request and the Company hereby gives notice, pursuant to Section 2.03 of the Credit Agreement, that it requests a Borrowing under the Credit Agreement, and in connection therewith specifies the following information with respect to such Borrowing:

- (A) Principal amount of Borrowing:¹ £ _____
- (B) Date of Borrowing (which is a Business Day): _____
- (C) Location and number of the Company’s account to which funds are to be disbursed:² [Name of Bank] (Account No.: _____)

Very truly yours,

¹ Must comply with Sections 2.01 and 2.02(c) of the Credit Agreement.

² Must comply with Section 2.04 of the Credit Agreement.

MARS, INCORPORATED,

by:

Name:

Title:

[FORM OF] SUBSIDIARY GUARANTEE AGREEMENT dated as of November 16, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), among each of the SUBSIDIARIES of MARS, INCORPORATED, a Delaware corporation (the “Company”), party hereto on the date hereof or becoming a parties hereto as provided in Section 14 hereof (the “Subsidiary Guarantors”) and JPMORGAN CHASE BANK, N.A., as administrative agent (the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below).

Reference is made to the Term Credit Agreement dated as of November 16, 2023 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Company, the lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent. Capitalized terms used and not defined herein have the meanings assigned to them in the Credit Agreement.

The Lenders have agreed to make Loans to the Company pursuant to, and upon the terms and subject to the conditions set forth in, the Credit Agreement. Each of the Subsidiary Guarantors acknowledges that it will derive substantial benefit from the making of the Loans by the Lenders. The obligations of the Lenders to make Loans are conditioned on, among other things, the execution and delivery by the Subsidiary Guarantors of this Agreement. In order to induce the Lenders to make and maintain the Loans, the Subsidiary Guarantors are willing to execute this Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1. Guarantee. Each Subsidiary Guarantor irrevocably and unconditionally guarantees, jointly with the other Subsidiary Guarantors and severally, as a guarantee of payment and not merely of collection, the payment when and as due of the Obligations. Each Subsidiary Guarantor further agrees that the due and punctual payment of any Obligation may be extended or renewed, in whole or in part, or amended or modified, without notice to or further assent from it, and that it will remain bound upon its Guarantee hereunder notwithstanding any such extension, renewal, amendment or modification of any such Obligation.

Each Subsidiary Guarantor waives presentment to, demand of payment from and protest to the Company of any of the Obligations, and also waives notice of the acceptance of its obligations and notice of protest for nonpayment. The obligations of each Subsidiary Guarantor hereunder shall not be discharged or impaired or otherwise affected by (a) the failure of the Administrative Agent or any Lender to assert any claim or demand or to enforce any right or remedy against any Loan Party under the provisions of the Credit Agreement or otherwise, (b) any extension, renewal, amendment or modification of any of the Obligations, (c) any rescission, waiver, amendment or modification of, or release from, any of the terms or provisions of the Credit Agreement or any other agreement, including with respect to any other Subsidiary Guarantor under this Agreement, (d) any default, failure or delay, willful or otherwise, in the performance of any of the Obligations, (e) any decree or order, or any law or regulation of any jurisdiction or event affecting any term of an Obligation or (f) any other act, omission or delay to do any other act which may or might in any manner or to any extent vary the risk to any Subsidiary Guarantor or otherwise operate as a discharge of a guarantor as a matter of law or equity or which would impair or eliminate any right of any Subsidiary Guarantor to subrogation or any other circumstance that might constitute a defense of any Subsidiary Guarantor or the Company.

Each Subsidiary Guarantor further agrees that its agreement hereunder constitutes a guarantee of payment when and in the amount due (whether or not any bankruptcy or similar proceeding shall have stayed the accrual or collection or the acceleration of any of the Obligations or operated as a discharge thereof) and not merely of collection, and waives any right to require that any resort be had by the Administrative Agent or any Lender to any balance of any deposit account or credit on the books of the Administrative Agent or any Lender in favor of the Company or any other Person. Each Subsidiary Guarantor agrees that its Guarantee hereunder is continuing in nature and applies to all of its Obligations, whether currently existing or hereafter incurred.

The obligations of each Subsidiary Guarantor, and the claims of the Lenders and the Administrative Agent against each Subsidiary Guarantor, hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason (other than the indefeasible payment in full of all the Obligations), including any claim of waiver, release, surrender, alteration or compromise of any of the Obligations or of any other Subsidiary Guarantor, and shall not be subject to any defense or set-off, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Obligations, any impossibility in the performance of any of the Obligations or otherwise (other than for the indefeasible payment in full of all the Obligations).

Each Subsidiary Guarantor further agrees that its obligations hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored by the Administrative Agent or any Lender upon the bankruptcy or reorganization of the Company or otherwise.

In furtherance of the foregoing and not in limitation of any other right the Administrative Agent or any Lender may have at law or in equity against each Subsidiary Guarantor by virtue hereof, upon the failure of the Company to pay any Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, each Subsidiary Guarantor hereby promises to and will, upon receipt of written demand by the Administrative Agent or any Lender, forthwith pay, or cause to be paid, to the Administrative Agent or such Lender in cash an amount equal to the unpaid principal amount of such Obligations then due, together with accrued and unpaid interest thereon.

Upon payment in full by any Subsidiary Guarantor of any Obligation of the Company, each Lender shall, in a reasonable manner, assign to such Subsidiary Guarantor the amount of such Obligation owed to such Lender and so paid, such assignment to be pro tanto to the extent to which the Obligation in question was discharged by such Subsidiary Guarantor, or make such disposition thereof as such Subsidiary Guarantor shall direct (all without recourse to and without any representation or warranty by any Lender). Upon payment by any Subsidiary Guarantor of any sums as provided above, all rights of such Subsidiary Guarantor against the Company arising as a result thereof by way of right of subrogation or otherwise shall in all respects be subordinated and junior in right of payment to the prior indefeasible payment in full of all the Obligations owed by the Company to the Administrative Agent and the Lenders (it being understood that, after the discharge of all the Obligations due and payable from the Company, such rights may be exercised by such Subsidiary Guarantor notwithstanding that the Company may remain contingently liable for indemnity or other Obligations).

SECTION 2. Information. Each of the Subsidiary Guarantors assumes all responsibility for being and keeping itself informed of the Company's and the other Subsidiary Guarantors' financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Obligations and the nature, scope and extent of the risks that such Subsidiary Guarantor assumes and incurs hereunder, and agrees that none of the Administrative Agent or the Lenders will have any duty to advise any of the Subsidiary Guarantors of information known to it or any of them regarding such circumstances or risks.

SECTION 3. Representations and Warranties; Agreements. Each of the Subsidiary Guarantors represents and warrants as to itself that all representations and warranties relating to it contained in any Loan Document to which it is a party are true and correct in all material respects. Each Subsidiary Guarantor agrees that the provisions of Section 2.15 of the Credit Agreement shall apply to such Subsidiary Guarantor with respect to payments made by it hereunder, with all references to the Company in such Section 2.15 being deemed references to such Subsidiary Guarantor. Each Subsidiary Guarantor agrees that the provisions set forth in the final four paragraphs of Article VIII of the Credit Agreement shall apply to such Subsidiary Guarantor with respect to payments made by it hereunder, with all references to the Company in such provisions of Article VIII being deemed references to such Subsidiary Guarantor.

SECTION 4. Termination. The Guarantees made hereunder (a) shall, subject to clause (b) below, terminate when all the Obligations have been paid in full and the Lenders have no further Commitment to lend under the Credit Agreement and (b) shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored by the Administrative Agent or any Lender upon the bankruptcy or reorganization of the Company, any Subsidiary Guarantor or otherwise. The Guarantee of any Subsidiary Guarantor shall also be released as and to the extent provided in Section 9.17 of the Credit Agreement.

SECTION 5. Binding Agreement; Assignments. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the Subsidiary Guarantors that are contained in this Agreement shall bind and inure to the benefit of each party hereto and their respective successors and assigns. This Agreement shall become effective as to any Subsidiary Guarantor when a counterpart hereof or an instrument in the form of Annex I hereto shall have been executed on behalf of such Subsidiary Guarantor and delivered to the Administrative Agent, and thereafter shall be binding upon such Subsidiary Guarantor and its successors and assigns, and shall inure to the benefit of such Subsidiary Guarantor, the Administrative Agent and the Lenders, and their respective successors and assigns, except that no Subsidiary Guarantor shall have the right to assign its rights or obligations hereunder or any interest herein, and any such attempted assignment shall be void. This Agreement shall be construed as a separate agreement with respect to each Subsidiary Guarantor and may be amended, modified, supplemented, waived or released with respect to any Subsidiary Guarantor without the approval of any other Subsidiary Guarantor and without affecting the obligations of any other Subsidiary Guarantor hereunder.

SECTION 6. Waivers; Amendments. (a) No failure or delay by the Administrative Agent or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Subsidiary Guarantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or any of their respective Related Parties may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Subsidiary Guarantors to which such waiver, amendment or modification relates and the Administrative Agent, subject to any consent required in accordance with Section 9.02 of the Credit Agreement.

SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEW YORK, AND THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SAID STATE.

SECTION 8. Notices. All communications and notices hereunder shall be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to each Subsidiary Guarantor shall be given to it in care of the Company.

SECTION 9. Survival of Agreement; Severability. (a) All covenants, agreements, representations and warranties made by the Subsidiary Guarantors herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and the Lenders and shall survive the making by the Lenders of the Loans, regardless of any investigation made by or on behalf of the Administrative Agent, any Lender or any of their respective Related Parties and notwithstanding that the Administrative Agent, the Arranger, any Lender or any Affiliate of any of the foregoing may have had notice or knowledge of any Default or incorrect representation or warranty at the time this Agreement or any other Loan Document is executed and delivered or any credit is extended under the Credit Agreement, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under the Credit Agreement is outstanding and unpaid and so long as the Commitments have not expired or terminated.

(b) Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 10. Counterparts; Electronic Execution. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page (including any Electronic Signature) of this Agreement, any other Loan Document or any document, amendment, approval, consent, information, notice (including any notice delivered pursuant to Section 8), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an "Ancillary Document") by emailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart hereof or thereof. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Company or any other Loan Party without further verification

thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, each of the Subsidiary Guarantors hereby (A) agrees that, for all purposes, including in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders and the Loan Parties, Electronic Signatures transmitted by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (B) agrees that each of the Administrative Agent and the Lenders may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (C) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (D) waives any claim against any Lender-Related Person for any losses, claims, demands, damages, penalties, liabilities and expenses of any kind, on any theory of liability, arising solely from the Administrative Agent's and/or any Lender's reliance on or use of Electronic Signatures and/or transmissions by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page, including any losses, claims, demands, damages, penalties, liabilities and expenses of any kind, on any theory of liability, arising as a result of the failure of the Company and/or any other Loan Party to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

SECTION 11. Rules of Interpretation. The rules of interpretation specified in Sections 1.03 and 1.04 of the Credit Agreement shall be applicable to this Agreement, mutatis mutandis.

SECTION 12. Jurisdiction; Consent to Service of Process. (a) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York sitting in New York County, and any appellate court from any thereof, in any suit, action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such suit, action or proceeding shall be heard and determined exclusively in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 8. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 13. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 14. Additional Subsidiary Guarantors. Pursuant to Section 5.09 of the Credit Agreement, certain additional Subsidiaries may be required under the terms of the Credit Agreement from time to time to enter into this Agreement as Subsidiary Guarantors. Upon execution and delivery by the Administrative Agent and a Subsidiary of an instrument in the form of Annex I, such Subsidiary shall become a Subsidiary Guarantor hereunder with the same force and effect as if originally named as a Subsidiary Guarantor herein. The execution and delivery of such instrument shall not require the consent of any Subsidiary Guarantor hereunder. The rights and obligations of each Subsidiary Guarantor hereunder shall remain in full force and effect notwithstanding the addition of any new Subsidiary Guarantor as a party to this Agreement.

SECTION 15. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or any of its Affiliates to or for the credit or the account of any Subsidiary Guarantor against any obligations then due of the Company or such Subsidiary Guarantor now or hereafter arising under this Agreement or any other Loan Document held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender may have.

SECTION 16. Judgment Currency. (a) If, for the purpose of obtaining judgment in any court, it is necessary to convert a sum owing hereunder in one currency into another currency, each party hereto agrees, to the fullest extent that it may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures in the relevant jurisdiction the first currency could be purchased with such other currency on the Business Day immediately preceding the day on which final judgment is given.

(b) The obligations of each Subsidiary Guarantor in respect of any sum due to any party hereto or any holder of any obligation owing hereunder (the "Applicable Creditor") shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than the currency in which such sum is stated to be due hereunder (the "Agreement Currency"), be discharged only to the extent that, on the Business Day following receipt by the Applicable Creditor of any sum adjudged to be so due in the Judgment Currency, the Applicable Creditor may in accordance with normal banking procedures in the relevant jurisdiction purchase the Agreement Currency with the Judgment Currency; if the amount of the Agreement Currency so purchased is less than the sum originally due to the Applicable Creditor in the Agreement Currency, each Subsidiary Guarantor agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Applicable Creditor against such loss.

SECTION 17. Headings. Section headings used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

[Signatures follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NEW UNO HOLDINGS CORPORATION,

by

Name:
Title:

by

Name:
Title:

WM. WRIGLEY JR. COMPANY,

by

Name:
Title:

by

Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent,

by

Name:
Title:

SUPPLEMENT NO. [] dated as of [] (this “Supplement”), to the SUBSIDIARY GUARANTEE AGREEMENT dated as of November 16, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Subsidiary Guarantee Agreement”), among the SUBSIDIARIES of MARS, INCORPORATED, a Delaware corporation (the “Company”), party thereto (the “Subsidiary Guarantors”) and JPMORGAN CHASE BANK, N.A., as administrative agent (the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below).

Reference is made to the Term Credit Agreement dated as of November 16, 2023 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Company, the lenders from time to time party thereto (the “Lenders”) and JPMorgan Chase Bank, N.A., as Administrative Agent.

Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Subsidiary Guarantee Agreement and the Credit Agreement.

The Subsidiary Guarantors have entered into the Subsidiary Guarantee Agreement in order to induce the Lenders to make Loans. The undersigned Subsidiary of the Company (the “New Subsidiary Guarantor”) is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Subsidiary Guarantor under the Subsidiary Guarantee Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made continuing to be outstanding.

Accordingly, the Administrative Agent and the New Subsidiary Guarantor agree as follows:

SECTION 1. In accordance with Section 14 of the Subsidiary Guarantee Agreement, the New Subsidiary Guarantor by its signature below becomes a Subsidiary Guarantor under the Subsidiary Guarantee Agreement with the same force and effect as if originally named therein as a Subsidiary Guarantor, and the New Subsidiary Guarantor hereby (a) agrees to all the terms and provisions of the Subsidiary Guarantee Agreement applicable to it as a Subsidiary Guarantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Subsidiary Guarantor thereunder are true and correct on and as of the date hereof. Each reference to a “Subsidiary Guarantor” in the Subsidiary Guarantee Agreement shall be deemed to include the New Subsidiary Guarantor. The Subsidiary Guarantee Agreement is hereby incorporated herein by reference.

SECTION 2. The New Subsidiary Guarantor represents and warrants to the Administrative Agent and the Lenders that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors’ rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract, and shall become effective as provided in Section 10 of the Subsidiary Guarantee Agreement. Delivery of an executed counterpart of a signature page (including any Electronic Signature) of this Supplement by emailed .pdf or any other electronic means that reproduces an

image of the actual executed signature page shall be effective as delivery of a manually executed counterpart hereof.

SECTION 4. Except as expressly supplemented hereby, the Subsidiary Guarantee Agreement shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEW YORK, AND THIS SUPPLEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SUPPLEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SAID STATE.

SECTION 6. Any provision of this Supplement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions contained herein and in the Subsidiary Guarantee Agreement; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in Section 8 of the Subsidiary Guarantee Agreement.

SECTION 8. The provisions of Sections 6, 9, 10, 11, 12 and 13 of the Subsidiary Guarantee Agreement are hereby incorporated by reference, mutatis mutandis, as if set forth in full herein.

[Signatures follow]

IN WITNESS WHEREOF, the New Subsidiary Guarantor and the Administrative Agent have duly executed this Supplement to the Subsidiary Guarantee Agreement as of the day and year first above written.

[NAME OF NEW SUBSIDIARY GUARANTOR],

by

Name:

Title:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent,

by

Name:

Title:

[FORM OF] U.S. TAX COMPLIANCE CERTIFICATE
(For Non-U.S. Lenders that are not Partnerships for U.S. Federal Income Tax Purposes)

Reference is hereby made to the Term Credit Agreement dated as of November 16, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Mars, Incorporated, a Delaware corporation (the “Company”), each Lender from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent.

Pursuant to the provisions of Section 2.15 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any promissory note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Company within the meaning of Section 881(c)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Company with a certificate of its non-U.S. Person status on IRS Form W-8BEN or Form W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Company and the Administrative Agent and (2) the undersigned shall have at all times furnished the Company and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: _____

Name:

Title:

Date: _____, 20[]

[FORM OF] U.S. TAX COMPLIANCE CERTIFICATE
(For Non-U.S. Participants that are not Partnerships for U.S. Federal Income Tax Purposes)

Reference is hereby made to the Term Credit Agreement dated as of November 16, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Mars, Incorporated, a Delaware corporation (the “Company”), each Lender from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent.

Pursuant to the provisions of Section 2.15 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Company within the meaning of Section 881(c)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN or Form W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____

Name:

Title:

Date: _____, 20[]

[FORM OF] U.S. TAX COMPLIANCE CERTIFICATE
(For Non-U.S. Participants that are Partnerships for U.S. Federal Income Tax Purposes)

Reference is hereby made to the Term Credit Agreement dated as of November 16, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Mars, Incorporated, a Delaware corporation (the “Company”), each Lender from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent.

Pursuant to the provisions of Section 2.15 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect to such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Company within the meaning of Section 881(c)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or Form W-8BEN-E, as applicable or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or Form W-8BEN-E, as applicable, from each of such partner’s/member’s beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____

Name:

Title:

Date: _____, 20[]

[FORM OF] U.S. TAX COMPLIANCE CERTIFICATE
(For Non-U.S. Lenders that are Partnerships for U.S. Federal Income Tax Purposes)

Reference is hereby made to the Term Credit Agreement dated as of November 16, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Mars, Incorporated, a Delaware corporation (the “Company”), each Lender from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent.

Pursuant to the provisions of Section 2.15 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any promissory note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any promissory note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to the Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Company within the meaning of Section 881(c)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Company with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or Form W-8BEN-E, as applicable or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or Form W-8BEN-E, as applicable, from each of such partner’s/member’s beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Company and the Administrative Agent and (2) the undersigned shall have at all times furnished the Company and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: _____

Name:

Title:

Date: _____, 20[]