

**THIS DEED** is made on 9 August 2018

**BY:**

- (1) **CC 2 (2011) LIMITED** (company number 07467874) whose registered office is at Building A, Riverside Way, Watchmoor Park, Camberley, Surrey GU15 3YL (the **Company**); and
- (2) **CIDRON CHILDSAFE LIMITED** (registered number 106881) whose registered office is at 26 Esplanade, St. Helier, Jersey JE2 3QA (**NC Jersey**).

**RECITALS**

- A. The Company by deed dated 14 January 2011 (the **Loan Note Instrument**) created and authorised the issue of a maximum nominal amount of €117,830,000 12% unsecured loan notes and an unlimited number of payment-in-kind notes (the **Original Loan Notes**). The Loan Note Instrument was modified by the Company (i) by deed dated 15 October 2013 (the **First Loan Note Amendment Deed**) and (ii) by deed dated 12 May 2015 (the **Second Loan Note Amendment Deed** and together with the First Loan Note Amendment Deed, the **Loan Note Amendment Deeds**).
- B. Pursuant to the Second Loan Note Amendment Deed, the Company created and authorised the issue of a maximum nominal amount of US\$20,000,000 12% unsecured loan notes and an unlimited number of payment-in-kind notes (the **Additional Loan Notes** and together with the Original Loan Notes, the **Notes**).
- C. Pursuant to condition 8 of schedule 2 of the Loan Note Instrument, the provisions of the Loan Note Instrument and the rights of the Noteholders may from time to time be modified, abrogated or compromised in any respect by the Company with the written consent of the Majority Holders.
- D. Under clause 7.1(h) and paragraph 4 of schedule 1 of the subscription and shareholders' agreement dated 14 January 2011 between, amongst others, CC 1 (2011) Limited (**CC1**) and the Investors (as such term is defined therein) relating to CC1 (the **Shareholders' Agreement**), the amendment of the redemption date of the Notes requires the consent of the Manager Majority (as such term is defined below).
- E. Under clause 7 of the management securityholders' agreement dated 3 June 2016 between, amongst others, CC1, the Company, the Managers (as such term is defined below) and NC Jersey (the **MSA**), each Manager irrevocably and unconditionally appointed, jointly and severally, CC1 and such person as may be appointed for the purpose by NC Jersey (each a **MT Attorney**) as his duly appointed agent and attorney with the power (the **MT Power**) to do such things in his name (including the completion, execution and delivery of documents) as may be required or reasonably

considered by the relevant MT Attorney to be desirable to effect the amendment to the redemption date of the Notes.

- F. This deed gives effect to a modification to the Loan Note Instrument and the rights of the Noteholders with the consent of the Majority Holders and the consent of the Manager Majority.

**NOW THIS DEED WITNESSES** as follows:

**1. DEFINITIONS & INTERPRETATION**

- 1.1 Save for as set out below, words and expressions used in this deed which are defined in the Loan Note Instrument (as amended by the Loan Note Amendment Deeds) or the Shareholders' Agreement have the meanings given to them in the Loan Note Instrument (as amended by the Loan Note Amendment Deeds) and Shareholders' Agreement (as applicable).

- 1.2 In this deed, the following words and expressions have the following meanings, unless the context otherwise requires:

<b>Manager Majority</b>	the holders of more than 50 per cent. of the B ordinary shares in the capital of CC1 for the time being in issue; and
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<b>Managers</b>	those persons named in schedule 2 of the MSA and any other person who is designated as a Manager in a deed of adherence to the MSA and <b>Manager</b> shall be construed accordingly.
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- 1.3 Save as otherwise stated, any reference to a schedule is to a schedule to the Loan Note Instrument.
- 1.4 The rules of interpretation in clauses 1.2 to 1.8 (inclusive) of the Loan Note Instrument apply to this deed.

**2. MODIFICATION TO THE LOAN NOTE INSTRUMENT**

- 2.1 With effect from the date of this deed, condition 2.1 of schedule 2 of the Loan Note Instrument (as amended by the Loan Note Amendment Deeds) shall be deleted in its entirety and replaced with the following:

“2.1 To the extent not previously redeemed, the Notes will subject to the terms of the Subordination Provisions be redeemed by the Company at par on the earlier of:

(a) 14 January 2026;

(b) the date of a Sale; and

(c) the date of an IPO,

such date being the **Final Maturity Date**”.

2.2 Save to the extent modified by clause 2.1 of this deed, the Notes, the Loan Note Instrument, and the Company’s obligations and Noteholders’ rights in respect of and pursuant to them, remain in full force and effect.

### 3. **NOTES CERTIFICATES**

With effect from the date of this deed, each Noteholder’s certificate shall be deemed to incorporate the Final Maturity Date, but the Company shall, if advised or desirable, issue amended certificates, to reflect the incorporation of the Final Maturity Date.

### 4. **MAJORITY HOLDERS’ CONSENT**

This deed (and the modification to the Loan Note Instrument made pursuant to it) is made with the consent of NC Jersey (acting in its capacity as the Majority Holders) as required under condition 8 of schedule 2 of the Loan Note Instrument.

### 5. **MANAGER MAJORITY CONSENT**

5.1 Pursuant to clause 7 of the MSA, NC Jersey hereby appoints the Company as a MT Attorney with the MT Power to do such things in the name of each Manager (including the completion, execution and delivery of documents) as may be required or reasonably considered by the Company to be desirable to effect the amendment to the redemption date of the Notes.

5.2 The Company, acting in its capacity as MT Attorney with the MT Power granted to it under clause 5.1 of this deed, hereby gives the consent of the Managers to the amendment to the redemption date of the Notes pursuant to clause 2 of this deed with such consent constituting Manager Majority consent in accordance with clause 7.1(h) and paragraph 4 of schedule 1 of the Shareholders’ Agreement.

### 6. **GENERAL**

This deed may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same deed, and any party may enter into this deed by executing a counterpart.

7. **GOVERNING LAW**

The provisions set out in clause 11 of the Loan Note Instrument apply to this deed.

*[The remainder of this page is intentionally left blank]*

**IN WITNESS OF WHICH THIS DEED HAS BEEN EXECUTED AND HAS BEEN DELIVERED  
ON THE DATE WHICH FIRST APPEARS ON PAGE 1**

EXECUTED and DELIVERED as a DEED by

**CC 2 (2011) Limited**

acting by **Markus Nagel**, a director, in  
the presence of:



Director



Name of witness: Mark Akinlade

Address of witness: Building A, Riverside Way, Watchmoor Park, Camberley, Surrey GU15 3YL

Occupation of witness: Solicitor

EXECUTED and DELIVERED as a DEED by

**Cidron Childsafe Limited**

acting by \_\_\_\_\_, a director, in  
the presence of:

.....

Director

.....  
Name of witness:

Address of witness:

Occupation of witness:

**IN WITNESS OF WHICH THIS DEED HAS BEEN EXECUTED AND HAS BEEN DELIVERED  
ON THE DATE WHICH FIRST APPEARS ON PAGE 1**

EXECUTED and DELIVERED as a DEED by

**CC 2 (2011) Limited**

acting by \_\_\_\_\_, a director, in

the presence of: .....

Director

.....  
Name of witness: Mark Akinlade

Address of witness: Building A, Riverside Way, Watchmoor Park, Camberley, Surrey GU15 3YL

Occupation of witness: Solicitor

EXECUTED and DELIVERED as a DEED by

**Cidron Childsafe Limited**

acting by <sup>LYNDA</sup>ELLIOTT, a director, in

the presence of: .....

*E. Elliott*

Director

*K Wickham*  
.....

Name of witness: KATHERINE WICKHAM

Address of witness: 26 ESPLANADE, ST HELIER  
JERSEY, J030A

Occupation of witness: LAWYER