

Transfer Certificate

To: Barclays Bank PLC as Interim Facility Agent

From: Bank of America, N.A., Barclays Bank PLC and UBS AG, Stamford Branch (each an *Existing Interim Lender* and together the *Existing Interim Lenders*)

J.P. Morgan AG (the *New Interim Lender*)

Dated: 4 September 2019

Connect Bidco Limited – Interim Facilities Agreement dated 24 March 2019 (as amended from time to time) (the *Interim Facilities Agreement*)

1. We refer to the Interim Facilities Agreement. This is a Transfer Certificate. Terms defined in the Interim Facilities Agreement have the same meaning in this Transfer Certificate unless given a different meaning in this Transfer Certificate.
2. We refer to Clause 23.4 (*Procedure for transfer*) of the Interim Facilities Agreement:
 - (a) The Existing Interim Lenders and the New Interim Lender agree to the Existing Interim Lenders transferring to the New Interim Lender by novation all or part of that Existing Interim Lender's Interim Commitments, rights and obligations referred to in the Schedule in accordance with Clause 23.4 (*Procedure for transfer*) of the Interim Facilities Agreement.
 - (b) The proposed Transfer Date is 4 September 2019.
 - (c) The Facility Office and address, email address and attention details for notices of the New Interim Lender for the purposes of Clause 19.1 (*Mode of service*) of the Interim Facilities Agreement are set out in the Schedule.
3. The New Interim Lender expressly acknowledges the limitations on each Existing Interim Lender's obligations set out in paragraph (c) of Clause 23.3 (*Limitation of responsibility of Existing Interim Lenders*) of the Interim Facilities Agreement.
4. The New Interim Lender confirms, for the benefit of the Interim Facility Agent, that:
 - (a) in respect of a Non-US Obligor whose Tax Jurisdiction is Luxembourg it is:
 - (i) a Qualifying Non-US Interim Lender (other than a Treaty Interim Lender); and
 - (b) in respect of a US Obligor:
 - (i) a Qualifying US Interim Lender.
5. Notwithstanding any assignment, transfer or novation by any Interim Lender to any New Interim Lender, participant or sub-participant, of all or any part of its rights and obligations under the Interim Facilities Agreement or any of the other Interim Finance Documents, the parties hereto agree that, for the purposes of Article 1278 and/or Article 1281 of the Luxembourg Civil Code (to the extent applicable), any security interest

created or guarantee given under this Agreement or any other Interim Finance Documents (or in relation to the Interim Facilities Agreement or any other Interim Finance Documents) shall be preserved and continue in full force and effect to the benefit of, among others, such New Interim Lender, participant or sub-participant.

6. This Transfer Certificate may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Transfer Certificate.
7. This Transfer Certificate and any non-contractual obligations arising out of or in connection with it are governed by English law.
8. This Transfer Certificate has been entered into on the date stated at the beginning of this Transfer Certificate.

Note: It is the responsibility of the New Interim Lender to ascertain whether any other documents or other formalities are required to perfect a transfer of such a share in the Existing Interim Lenders' Interim Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

Schedule to the Transfer Certificate

Commitment/rights and obligations to be transferred:

Interim Revolving Facility

Existing Interim Lenders	Commitment of Existing Interim Lenders to be transferred (US\$)
Bank of America, N.A.	8,333,333.34
Barclays Bank PLC	8,333,333.33
UBS AG, Stamford Branch	8,333,333.33

New Interim Lender	Commitment of New Interim Lender post-transfer (US\$)
J.P. Morgan AG	25,000,000.00

New Interim Lender Notice details:

Address: 3rd Floor, Prestige Platina, Near Marathahalli Junction, Sarjapur Outer Ring Road, Kadabeesanahalli, Vathur Hobli, Bangalore – 560087, India

Email: europaean.loans.operations@jpmorgan.com

Attention: European Loans Operations

Signatures to the Transfer Certificate

[Intentionally left blank]

For and on behalf of
BANK OF AMERICA, N.A.
as Existing Interim Lender

By: 
Name: Scott Tolchin
Title: Managing Director

For and on behalf of
BARCLAYS BANK PLC
as Existing Interim Lender



By

Name:

Title:

Sinead Harris
Managing Director

For and on behalf of
UBS AG, STAMFORD BRANCH
as Existing Interim Lender

By: 
Name: _____
Title: **Michael Lawton**
Managing Director

By: 
Name: **Kevin T. Pluff**
Title: **Managing Director**
Leveraged Capital Markets

For and on behalf of
J.P. MORGAN AG
as New Interim Lender

By: 
Name: _____
Title: **Nick Law**
Managing Director

This Transfer Certificate is accepted by the Interim Facility Agent and the Transfer Date is confirmed as
4 September 2019.

BARCLAYS BANK PLC

By: 
Name:
Title:

Sinead Harris
Managing Director