

SUPPLEMENT NO. 1 TO THE PURCHASE AGREEMENT

October 7, 2019

BofA Securities, Inc.  
Barclays Capital Inc.  
UBS Securities LLC

As Representatives of the several Initial Purchasers  
listed in Schedule 1 of the Purchase Agreement

c/o BofA Securities, Inc.  
One Bryant Park  
New York, New York 10036

c/o Barclays Capital Inc.  
745 Seventh Avenue  
New York, NY 10019

c/o UBS Securities LLC  
1285 Avenue of the Americas  
New York, NY 10019

Reference is hereby made to that certain purchase agreement (the “Purchase Agreement”) dated as of September 23, 2019 among Connect Finco SARL, a private limited liability company (société à responsabilité limitée) incorporated under the laws of Luxembourg (the “Luxembourg Issuer”), Connect U.S. Finco LLC, a limited liability company organized and existing under the laws of the State of Delaware (the “U.S. Issuer” and, together with the Issuer, the “Issuers”), and BofA Securities, Inc., Barclays Capital Inc. and UBS Securities LLC, on behalf of themselves and as representatives of the several initial purchasers named in Schedule 1 thereto (the “Initial Purchasers”) relating to the issuance and sale to the Initial Purchasers of \$2,075,000,000 principal amount of 6.750% Senior Secured Notes due 2026 (the “Notes”). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

1. Supplement.

- a. The Purchase Agreement under Section 7(e) thereof is updated by this Supplement No. 1 to the Purchase Agreement by adding the **bold** text as follows:

“The Issuers and the Guarantors and the Initial Purchasers agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation (even if the Initial Purchasers were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in paragraph (d) above. The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages and liabilities referred to in paragraph (d) above shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such Indemnified Person in connection with any such action or claim. Notwithstanding the provisions of this Section 7, in no event shall an Initial Purchaser be required to contribute any amount in excess of the amount by which the total discounts and commissions **(less such Initial Purchaser’s pro rata share of the Reimbursement (as defined below))** received by such Initial

Purchaser with respect to the offering of the Notes exceeds the amount of any damages that such Initial Purchaser has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Initial Purchasers' obligations to contribute pursuant to this Section 7 are several in proportion to their respective purchase obligations hereunder and not joint. For purposes of this Section 7, each director, affiliate, officer and employee of an Initial Purchaser and each person, if any, who controls an Initial Purchaser within the meaning of the Securities Act and the Exchange Act shall have the same rights to contribution as such Initial Purchaser."

- b. The Purchase Agreement under Section 10(a) thereof is updated by this Supplement No. 1 to the Purchase Agreement by adding the **bold** text as follows:

"Whether or not the transactions contemplated by this Agreement are consummated or this Agreement is terminated, each of the Issuers, the Guarantors and, upon execution and delivery by any Additional Guarantor of a Joinder Agreement, each such Additional Guarantor jointly and severally agree to pay or cause to be paid all costs and expenses incident to the performance of their respective obligations hereunder, including without limitation, (i) the costs incident to the authorization, issuance, sale, preparation and delivery of the Notes to the Initial Purchasers and any transfer, documentary, stamp or similar taxes payable in that connection; (ii) the costs incident to the preparation and printing of the Preliminary Offering Memorandum, any other Time of Sale Information, any Issuer Written Communication and the Offering Memorandum (including any amendment or supplement thereto) and the distribution thereof; (iii) the costs of reproducing and distributing each of the Transaction Documents; (iv) the fees and expenses of the Issuers' and the Guarantors' counsel and independent accountants; (v) the fees and expenses incurred in connection with the registration or qualification and determination of eligibility for investment of the Notes under the laws of such jurisdictions as the Representatives may designate and the preparation, printing and distribution of a Blue Sky Memorandum (including the related fees and expenses of counsel for the Initial Purchasers); (vi) any fees charged by rating agencies for rating the Notes; (vii) the fees and expenses of the Trustee and the Escrow Agent and any paying agent (including related fees and reasonable expenses of any counsel to such parties); (viii) all expenses and application fees incurred in connection with the approval of the Notes for book-entry transfer by DTC; (ix) all expenses associated with the creation and perfection of security interests, including, without limitation, the drafting and negotiation of the Security Documents, the Intercreditor Agreement and any other documents, supplements, joinders, mortgages, deeds of trust and other security documents and the creation, preparation and filing of UCC financing statements, including filing fees and fees incurred in connection with lien searches, the fees and expenses attributable to creating and perfecting the security interest in the Escrow Funds as contemplated by the Escrow Agreement and the reasonable and documented fees and expenses of legal counsel to the Initial Purchasers incurred in connection with any of the foregoing; (x) all expenses incurred by the Issuers in connection with any "road show" presentation to potential investors (it being understood that the Initial Purchasers, collectively, shall bear half of the costs associated with any chartered aircraft) and (xi) the list of the Notes with the Official List of the International Stock Exchange and any expenses related thereto, including the listing agent. It is understood, however, that except as provided in this Section 10 and Section 7 hereof, the Initial Purchasers will pay all of their own costs and expenses,

including the fees of their counsel and any advertising expenses connected with any offers they may make.

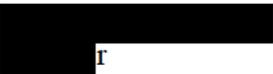
**The Initial Purchasers agree to reimburse the Issuers in the amount of \$16,625,000 for certain expenses related to consummating the Transactions (the “Reimbursement”).”**

2. Counterparts. This Supplement No. 1 to the Purchase Agreement may be signed in one or more counterparts (which may be delivered in original form or via facsimile or other electronic transmission), each of which shall constitute an original when so executed and all of which together shall constitute one and the same agreement.
3. Amendments. No amendment or waiver of any provision of this Supplement No. 1 to the Purchase Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties thereto.
4. Headings. The section headings used herein are for convenience only and shall not affect the construction hereof.
5. GOVERNING LAW. 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 THE STATE OF NEW YORK.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, each of the undersigned has caused this Supplement No. 1 to the Purchase Agreement to be duly executed and delivered in New York, New York, by its proper and duly authorized officer as of the date set forth above.

**CONNECT FINCO SARL**

By:   
Name: \_\_\_\_\_  
Title: r

**CONNECT U.S. FINCO LLC**

By:   
Name: \_\_\_\_\_  
Title: 

**CONNECT MIDCO LIMITED**

By:   
Name: \_\_\_\_\_  
Title: 

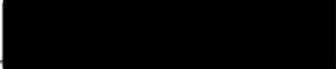
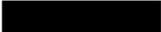
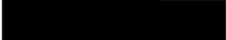
**CONNECT BIDCO LIMITED**

By:   
Name: \_\_\_\_\_  
Title: 

Accepted as of the date first written above:

Acting severally on behalf of themselves and the  
several Initial Purchasers listed in Schedule 1 to  
the Purchase Agreement.

**BOFA SECURITIES, INC.**

By:   
Name:   
Title: 

**BARCLAYS CAPITAL INC.**

By: \_\_\_\_\_  
Name:  
Title:

**UBS SECURITIES LLC**

By: \_\_\_\_\_  
Name:  
Title:

Accepted as of the date first written above:

Acting severally on behalf of themselves and the several Initial Purchasers listed in Schedule 1 to the Purchase Agreement.

**BOFA SECURITIES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**BARCLAYS CAPITAL INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**UBS SECURITIES LLC**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Accepted as of the date first written above:

Acting severally on behalf of themselves and the  
several Initial Purchasers listed in Schedule 1 to  
the Purchase Agreement.

**BOFA SECURITIES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**BARCLAYS CAPITAL INC.**

By: \_\_\_\_\_  
Name:  
Title:

**UBS SECURITIES LLC**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title: