



Supplemental Instrument

Amalfi Bidco Limited

constituting £[●] 12 per cent Unsecured Loan Notes 2032

THIS SUPPLEMENTAL INSTRUMENT is made by way of deed on

2022

BY:

- (1) **AMALFI BIDCO LIMITED** (No. 14186033) whose registered office is at 25a Soho Square, London, United Kingdom, W1D 3QR (the "**Company**").

RECITALS:

- (A) By virtue of an instrument made by the Company dated 27 June 2022 (the "**Principal Instrument**"), the Company constituted the £80,175,068 12 per cent Unsecured Loan Notes 2032 of the Company (the "**Notes**").
- (B) This supplemental instrument is entered into in accordance with clause 7 of the Principal Instrument, by virtue of which the Company may from time to time (subject as therein provided) without the consent of the Noteholders to create and issue, inter alia, further loan notes so as to be identical in all respects and rank pari passu with the Notes and so that the same shall be consolidated and form a single series with the Notes.
- (C) By a resolution of the board of directors (being duly empowered in that behalf by virtue of clause 7 of the Principal Instrument) passed on _____ 2022 the Company has created a further £[●] 12 per cent Unsecured Loan Notes 2032 (the "**New Notes**") to be constituted in the manner hereinafter appearing.

BY THIS DEED THE COMPANY DECLARES AND COVENANTS AS FOLLOWS:

1. All words and expressions defined in the Principal Instrument shall, unless the context otherwise requires, have the same meanings in this supplemental instrument (including the recitals hereto).
2. The principal amount of the New Notes is limited to £[●] and each holder of New Notes shall be entitled to a certificate in the form set out in the schedule to this supplemental instrument. The whole of the New Notes as and when issued shall be identical and rank pari passu in all respects with the Notes and shall be consolidated and form a single series with the Notes so that all the provisions of the Principal Instrument shall apply to the New Notes as well as the Notes save as provided in clause 3 below.
3. The Principal Instrument shall henceforth be read and construed in conjunction with this supplemental instrument and be subject to the following amendments:
 - 3.1 insert a new definition "**Articles**" means the articles of association of Amalfi Topco Limited in the agreed terms to be adopted on or prior to Completion (and as amended from time to time);" immediately before the definition of "business day" in clause 1.1 (*Definitions and Interpretation*);
 - 3.2 substitute reference to "SSHA" in the definition of Exit in clause 1.1 (*Definitions and Interpretation*) and clause 3.1(a) (*Repayment, Prepayment, Purchase and Redemption*) for "Articles";
 - 3.3 insert immediately after "constituted by this instrument" in the definition of Notes in clause 1.1 (*Definitions*) of the Principal Instrument the words "and the further £[●] 12 per cent Unsecured Loan Notes 2032 constituted by the Company by supplementary instrument to this instrument dated _____ 2022 (the "**Supplemental Instrument**)";
 - 3.4 substitute reference to "£80,175,068" in clause 2.1 (*Amount of the Notes*) of the Principal Instrument for "£[●]"; and
 - 3.5 insert immediately after the words "schedule 1" in line 4 of clause 4 (*Certificate for Notes*) the words "or the schedule to the Supplemental Instrument".

IN WITNESS whereof this supplemental instrument has been executed as a deed and has been delivered on the date which appears first on page 1.

Executed as a deed by)
AMALFI BIDCO LIMITED acting by:)
)
)

Signature of director

Signature of director

Notes:

- (i) Where the context so admits, words and expressions defined in the Principal Instrument (as amended) shall bear the same respective meanings in the conditions endorsed hereon.
- (ii) The Notes are transferable in amounts or multiples of £1. No transfer, whether of the whole or any part of the Notes comprised in this certificate, will be accepted for registration unless accompanied by this certificate and lodged at the registered office of the Company.
- (iii) The Notes are repayable in accordance with the conditions endorsed hereon.
- (iv) A copy of the Principal Instrument is available for inspection at the Company's registered office at all reasonable times during office hours.