

EXECUTION COPY

~~Dated~~ Originally dated 28 December 2018

~~RANDALL & QUILTER INVESTMENT HOLDINGS LTD.,~~

as amended on 27 March 2019, amended and restated on 30 March 2021
and 2023

R&Q INSURANCE HOLDINGS LTD.,

as Issuer

~~ACCREDITED HOLDING CORPORATION,~~

RANDALL & QUILTER AMERICA HOLDINGS INC.,

as Guarantor

AND

DEUTSCHE TRUSTEE COMPANY LIMITED,

as Trustee

TRUST DEED

constituting

U.S.\$70,000,000 SENIOR UNSECURED GUARANTEED FLOATING RATE NOTES DUE
2028

This Trust Deed is ~~made on~~ originally dated 28 December ~~2028~~2018 between:

- (1) ~~(1) — RANDALL & QUILTER INVESTMENT HOLDINGS LTD.,~~R&Q INSURANCE HOLDINGS LTD., an exempted company duly organized and validly existing under the laws of Bermuda (the “**Issuer**”);
- (A) ~~(2) — ACCREDITED HOLDING CORPORATION,~~RANDALL & QUILTER AMERICA HOLDINGS INC., a corporation duly organized and validly existing under the laws of the State of ~~Florida~~Delaware in the United States of America (the “**Guarantor**”); and
- (B) ~~(3) — Deutsche Trustee Company Limited~~, a company incorporated under the laws of England and Wales, whose registered office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom (the “**Trustee**”, which expression shall, where the context so admits, include all Persons for the time being the trustee or trustees of this Trust Deed).

Whereas:

- (A) ~~(A) —~~ The Issuer, has duly authorised the issue of U.S.\$70,000,000 Senior Unsecured Guaranteed Floating Rate Notes due 2028 to be constituted by this Trust Deed.
- (B) ~~(B) —~~ The Guarantor has authorized its unconditional and irrevocable guarantee of the repayment of the Notes.
- (C) ~~(C) —~~ The said Notes in definitive form will be in registered form without coupons.
- (D) ~~(D) —~~ The Trustee has agreed to act as trustee of this Trust Deed on the following terms and conditions.

Now this Deed witnesses and it is hereby agreed and declared as follows:

Definitions and Interpretation

1.1 Definitions

The following expressions shall have the following meanings:

–“**Affiliate**” means, in relation to any Person, a Subsidiary of that Person or a Holding Company of that Person or any other Subsidiary of that Holding Company.

“**Agency Agreement**” means the agreement appointing the initial Paying and Transfer Agents, the Registrar and the Agent Bank in relation to the Notes and any other agreement for the time being in force appointing Successor Paying and Transfer Agents, Registrars and Agent Banks in relation to the Notes, or in connection with their duties, the terms of which have been approved in writing by the Trustee, together with any agreement for the time being in force amending or modifying with the prior written approval of the Trustee any of the aforesaid agreements in relation to the Notes;

Agent Bank means the bank initially appointed as agent bank in relation to the Notes by the Issuer and the Guarantor pursuant to the Agency Agreement or, if applicable, any Successor agent bank in relation to the Notes;

“**Agents**” means, any of the Paying and Transfer Agents, Agent Bank or the Registrar;

“**Applicable Insurance Regulatory Authority**” means, when used with respect to any Insurance Subsidiary: (a) the insurance regulation department, regulatory or administrative authority or agency located in each state or jurisdiction (foreign or domestic) in which such Insurance Subsidiary is domiciled; or (b) to the extent asserting regulatory jurisdiction over such Insurance Subsidiary, the insurance regulation department, regulatory or administrative authority or agency in each state or jurisdiction (foreign or domestic) in which such Insurance Subsidiary is licensed or authorised or carries on business;

“**Appointee**” means any attorney, manager, custodian, agent, delegate, nominee, co-trustee or other Person appointed by the Trustee;

“**Authorised Person**” means any person who (i) is a director of the Issuer or, as the case may require, an officer of the Guarantor or (ii) has been notified by the Issuer, or the Guarantor, as the case may require, in writing to the Trustee from time to time as been duly authorised to sign documents, act on behalf of the Issuer, or as the case may require, the Guarantor, and give Instructions to the Trustee under the terms of this Trust Deed;

“**Change of Control**” means in respect of any Insurance Subsidiary any Person or group of Persons acting in concert gains direct or indirect Control of an Insurance Subsidiary. For purposes of this definition “acting in concert” means, a group of Persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition directly or indirectly of shares in the Insurance Subsidiary by any of them, either directly or indirectly, to obtain or consolidate Control of the Insurance Subsidiary;

“**Clearstream, Luxembourg**” means Clearstream Banking, *société anonyme*;

“**Conditions**” means, in relation to the Notes, the terms and conditions set out in Schedule 4, as any of the same may from time to time be modified in accordance with the provisions thereof and the Global Note and/or of this Trust Deed, and references in this Trust Deed to a particular numbered Condition shall, in relation to the Notes, be construed accordingly;

“**Control**” means:

- (a) ~~—(a)—~~ the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to: (i) cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the Insurance Subsidiary; (ii) appoint or remove all, or a majority of the directors or other equivalent officers of the Insurance Subsidiary; or (iii) give directions with respect to the operating and financial policies of the Insurance Subsidiary with which the directors or other equivalent officers of the Insurance Subsidiary is obliged to comply; or
- (b) ~~—(b)—~~ the holding beneficially of more than 50% of the issued share capital of the Insurance Subsidiary (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital);

-“**Definitive Notes**” means those Notes for the time being represented by definitive certificates in the form or substantially in the form set out in Schedule 1;

“**Directors**” means the directors of the Issuer;

“**Enforcement Action**” has the meaning set forth in Clause 7.1;

“**Euroclear**” means Euroclear Bank SA/NV;

“**Event of Default**” means any of the events described in Condition 8;

“**Extraordinary Resolution**” has the meaning set out in Schedule 3;

“**Facilities Agreement**” the Issuer’s senior secured facilities with The Royal Bank of Scotland plc pursuant to that certain Term and Revolving Facilities Agreement originally entered into on 3 July 2014 and variously amended thereafter (as originally entered into and then as amended from time to time, or as such facilities agreement may be restated, replaced or refinanced pursuant to any other senior secured facilities agreement or agreements;

“**Facility Agent**” means The Royal Bank of Scotland, in its capacity as “Agent” under the Facilities Agreement, and any successor Facility Agent thereunder;

“**Global Note**” means the registered global bond representing the Notes in the form or substantially in the form set out in Schedule 2;

“**Group**” means the Issuer and its Subsidiaries and Affiliates;

“**Guarantee**” means the guarantee of the Guarantor in respect of the Notes and this Trust Deed set out in Clause 5;

“**Holding Company**” means, in relation to a Person, any other Person in respect of which it is a Subsidiary.

“**Instructions**” means any written notices, directions or instructions received by the Trustee in accordance with Clause 21 from an Authorised Person or from a person reasonably believed by the Trustee to be an Authorised Person;

“**Insurance Subsidiaries**” means each of Accredited Surety & Casualty Inc. Florida, R&Q Re Bermuda Ltd., and Accredited Insurance (Europe) Ltd., and, each of the foregoing, collectively, the “**Insurance Subsidiaries**”;

“**Losses**” means any loss, damage, cost, fee, charge, claim, demand, expense, judgment, action, proceedings or other liability whatsoever (including, without limitation, in respect of taxes, duties, levies, imposts and other charges) and including any value added tax or similar tax charged or chargeable in respect thereof and legal fees and expenses on a full indemnity basis;

“**Material Adverse Effect**” means a material adverse effect on: (a) the business, operations or financial condition of the Group taken as a whole; or (b) the ability of the

Issuer and the Guarantor (taken together) to perform their payment obligations under the Notes; or (c) the validity or enforceability of the Notes, this Trust Deed or the Guarantee;

“**Noteholder**” and “**holder**” means a Person in whose name the Note is registered in the Register (as defined in Condition 3(a));

“**Notes**” means the notes in registered form comprising the US\$70,000,000 Senior Unsecured

Guaranteed Floating Rates Notes due 2028;

“**outstanding**” means, in relation to the Notes, all the Notes issued other than

- (a) ~~(i)~~—those which have been redeemed in accordance with this Trust Deed,
- (b) ~~(ii)~~—those in respect of which the date for redemption in accordance with the Conditions has occurred and the redemption moneys (including all interest accrued on such Notes to the date for such redemption and any interest payable under Condition 4 after such date) have been duly paid to the relevant Noteholder or on its behalf or to the Trustee or to the Principal Paying and Transfer Agent as provided in Clause 2 and remain available for payment against presentation and surrender of Notes,
- (c) ~~(iii)~~—those which have become void or those in respect of which claims have become prescribed under Condition 11,
- (d) ~~(iv)~~—those mutilated or defaced Notes which have been surrendered in exchange for replacement Notes pursuant to Condition 12,
- (e) ~~(v)~~—(for the purpose only of determining how many Notes are outstanding and without prejudice to their status for any other purpose) those Notes alleged to have been lost, stolen or destroyed and in respect of which replacement Notes have been issued pursuant to Condition 12,
- (f) ~~(vi)~~—those which have been purchased and cancelled as provided in Condition 5,
- (g) ~~(vii)~~—the Global Note to the extent that it shall have been exchanged for definitive registered Notes pursuant to its provisions;

provided that for the purposes of:

- (a) ~~(a)~~—ascertaining the right to attend and vote at any meeting of the Noteholders or any of them, an Extraordinary Resolution in writing as envisaged in Schedule 3 and any direction or request by the holders of the Notes,
- (b) ~~(b)~~—the determination of how many Notes are outstanding for the purposes of Conditions 8, 10, 13 and 14 and Schedule 3; and

(c) ~~(c)~~ — the exercise of any discretion, power or authority which the Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the Noteholders,

those Notes (if any) which are beneficially held by, or are held on behalf of, the Issuer, Guarantor or any Subsidiary of the Issuer and not yet cancelled shall be deemed not to remain outstanding;

“Payment Stop Notice” means any Subordinated Loan Note Payment Stop Notice that is issued under the Subordination Deed;

“Potential Event of Default” means an event or circumstance which would, with the giving of notice, lapse of time, issue of a certificate and/or the fulfilment of any other requirement provided for in Condition 8, become an Event of Default;

“Registrar” means, in relation to the Notes, Deutsche Bank Luxembourg S.A. at its specified office or any Successor Registrar appointed under the Agency Agreement;

“Relevant Jurisdiction” means the United Kingdom or the United States of America and specifically the State of ~~Florida~~ Delaware, or any political subdivision or taxing authority thereof or therein, as the case may be, or any other jurisdiction in which the Issuer or the Guarantor is resident for tax purposes or any political subdivision or taxing authority thereof or therein.

“Reserved Matters” means any proposal:

(a) ~~(a)~~ — to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes or to alter the method of calculating the amount of any payment in respect of the Notes on redemption or maturity including a collection of a replacement benchmark;

(b) ~~(b)~~ — to change the currency in which amounts due in respect of the Notes are payable;

(c) ~~(c)~~ — to change the quorum required at any Meeting or the majority required to pass an Extraordinary Resolution;

(d) ~~(d)~~ — to amend this definition; or

(e) ~~(e)~~ to vote or address any matters under the Subordination Deed;

“Securities Act” means the U.S. Securities Act of 1933, as amended;

“Senior Finance Documents” means: (i) the Facilities Agreement and (ii) the agreements relating to the Issuer’s operational facilities (including hedging and overdraft facilities) with The Royal Bank of Scotland plc, each as amended, restated or refinanced pursuant to any other similar agreements;

“Senior Finance Parties” means the parties to the Senior Finance Documents other than the Issuer and its Subsidiaries;

“specified office” means, in relation to any Agent, either the office identified with its name in the Agency Agreement or any other office approved by the Trustee and notified to the Noteholders pursuant to Clause 11.10 and Condition 16;

“Subordination Deed” means the Subordination Deed dated as of the date hereof, as amended from time to time, by and among the Issuer, the Guarantor, the Trustee, The Royal Bank of Scotland plc, in its capacity as security trustee for the Secured Parties (as defined therein) and National Westminster Bank plc, in its capacity as overdraft bank;

“Subsidiary” means an entity of which a Person:

- (a) has direct or indirect control; or
- (b) owns directly or indirectly more than fifty per cent. (50%) of the share capital or similar right of ownership; or
- (c) is entitled to receive more than fifty per cent. (50%) of the dividends or distributions,

and any entity (whether or not so controlled) treated as a subsidiary in the latest financial statements of that Person from time to time and disregarding, for the purpose of this definition, the fact that any shares in that entity may be held by way of security, that the beneficiary of the security (or its nominee) may be registered as a member of the relevant undertaking and/or that such beneficiary of the security (or its nominee) may be entitled to exercise voting powers and rights with respect to those charged shares. Unless otherwise specified, “Subsidiary” means a Subsidiary of Issuer.

“Successor” means, in relation to the Agents, such other or further Person as may from time to time (i) be appointed as an Agent by the Issuer, (ii) be appointed as an Agent by the Principal Paying and Transfer Agents or the Registrar pursuant to Clause 23 of the Agency Agreement, or (iii) as may become an Agent through a merger or consolidation; and in the case of (i) and (ii) above, with the written approval of, and on terms approved in writing by, the Trustee and notice of the appointment of such successor Agent is given to Noteholders pursuant to Clause 11.10 and Condition 16, and in the case of (iii) above, notice of such successor Agent is given to the Issuer and the Trustee pursuant to Clause 23 of the Agency Agreement and Condition 16;

“this Trust Deed” means this Trust Deed, the Schedules hereto and any other document executed in accordance with this Trust Deed and expressed to be supplemental to this Trust Deed and the Notes and Conditions all as from time to time altered in accordance with this Trust Deed; and

“trust corporation” means a trust corporation (as defined in the Law of Property Act 1925) or a corporation entitled to act as a trustee pursuant to applicable foreign legislation relating to trustees.

1.2 Construction of Certain References

References to:

- 1.2.1 costs, charges, remuneration or expenses shall include any amount in respect of value added tax, turnover tax or similar tax charged in respect thereof;

- 1.2.2 “U.S. dollars” “U.S.\$” are references to the lawful currency of the United States of America;
- 1.2.3 any action, remedy or method of judicial proceedings for the enforcement of rights of creditors shall include, in respect of any jurisdiction other than England and Wales, references to such action, remedy or method of judicial proceedings for the enforcement of rights of creditors available or appropriate in such jurisdiction as shall most nearly approximate thereto and any other similar, analogous or corresponding event under the insolvency laws of any applicable jurisdiction;
- 1.2.4 words denoting the singular number only shall include the plural number also and vice versa;
- 1.2.5 words denoting one gender only shall include the other gender;
- 1.2.6 words denoting Persons only shall include firms and corporations and vice versa;
- 1.2.7 any provision of any statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment;
- 1.2.8 the records of Euroclear and Clearstream, Luxembourg shall be to the records that each of Euroclear and Clearstream, Luxembourg holds for its customers which reflect the amount of such customers’ interest in the Notes;
- 1.2.9 references in this Trust Deed to Euroclear and/or Clearstream, Luxembourg shall, wherever the context so permits, be deemed to include reference to any additional or alternative clearing system approved by the Issuer, the Trustee and the Agents; and
- 1.2.10 references in this Trust Deed to this Trust Deed or any other document are to this Trust Deed or those documents as amended, supplemented or replaced from time to time and include any document that amends, supplements or replaces them.

1.3 Conditions

Words and expressions defined in the Conditions and not defined in the main body of this Trust Deed shall when used in this Trust Deed have the same meanings as are given to them in the Conditions.

1.4 Headings

Headings shall be ignored in construing this Trust Deed.

1.5 Schedules, Clauses, etc.

References in this Trust Deed to Schedules, Clauses, sub-clauses, paragraphs and sub-paragraphs shall be construed as references to the Schedules, Clauses, sub-clauses,

paragraphs and sub-paragraphs of this Trust Deed, respectively. The Schedules are part of this Trust Deed and shall have effect accordingly.

1.6 Enforceability

If at any time any provision of this Trust Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Trust Deed nor the legality, invalidity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

Amount of the Original Notes and Covenant to Pay

2.1 Amount of the Original Notes

The aggregate principal amount of the Notes is limited to U.S.\$70,000,000.

2.2 Covenant to Pay

Subject at all times to the terms and conditions of the Subordination Deed, the Issuer or the Guarantor will, on any date on which the Notes or any of them become due to be redeemed in accordance with this Trust Deed or the Conditions, unconditionally pay to or to the order of the Trustee in U.S. dollars in London in same day funds the principal amount of the Notes becoming due on that date (together with any other amounts payable, in accordance with the Conditions) and will (subject to the Conditions) until such payment (both before and after judgment) unconditionally pay or procure to be paid to or to the order of the Trustee as aforesaid interest on the aggregate principal amount of the Notes outstanding at the rates calculated in accordance with Condition 4 **provided that** (i) subject to the provisions of Clause 2.4, every payment of any sum due in respect of the Notes made to or to the account of the Principal Paying and Transfer Agent as provided in the Agency Agreement shall, to such extent, satisfy such obligation except to the extent that there is failure in its subsequent payment to the relevant Noteholders and (ii) a payment made after the due date will be deemed to have been made when the full amount has been received by the Principal Paying and Transfer Agent or the Trustee and the notice to that effect has been given to the Noteholders (if required under Clause 11.8), except to the extent that there is failure in its subsequent payment to the relevant Noteholders; and (iii) in the event that (following, if so required, due presentation of a Note) upon redemption, payment of the principal amount is improperly withheld or refused, such Note will continue to bear interest at the rate aforesaid as provided in Condition 4(b). The Trustee will hold the benefit of this covenant on trust for the Noteholders.

2.3 Discharge

Subject to Clause 2.4, any payment to be made in respect of the Notes by the Issuer or the

Trustee may be made as provided in the Conditions and any payment so made will (subject to Clause 2.4) to such extent be a good discharge to the Issuer or the Trustee, as the case may be.

2.4 Payment after Default

- 2.4.1 Any time after an Event of Default or a Potential Event of Default has occurred or the Notes have otherwise become due and repayable, the Trustee may:
- (i) by notice in writing to the Issuer, the Guarantor, and the Agents, until notified by the Trustee to the contrary, so far as permitted by any applicable law, require the Agents:
 - (A) to act thereafter as Principal Paying and Transfer Agent and Paying and Transfer Agent, respectively, of the Trustee in relation to payments to be made by or on behalf of the Trustee under the provisions of the Agency Agreement on the terms provided in the Agency Agreement (with consequential amendments as necessary and save that the Trustee's liability under any provision thereof for the remuneration and indemnification of the Paying and Transfer Agents shall be limited to the amounts for the time being held by the Trustee on the trusts of this Trust Deed in relation to the Notes and available for such purpose) and thereafter to hold all Notes and all sums, documents and records held by them in respect of Notes on behalf of the Trustee; or
 - (ii) to deliver up all Notes and all sums, documents and records held by them in respect of Notes to the Trustee or as the Trustee shall direct in such notice provided that such notice shall be deemed not to apply to any documents or records which the relevant Paying and Transfer Agent is obliged not to release by any law or regulation; and
- 2.4.2 by notice in writing to the Issuer and the Guarantor require each of them to make all subsequent payments in respect of the Notes to or to the order of the Trustee so that the Trustee may direct payment in accordance with the terms of the Subordination Deed and not to the Principal Paying and Transfer Agent, with effect from the issue of any such notice to the Issuer and until such time as the notice is withdrawn, proviso (i) and (ii) to Clause 2.2 shall apply as though references therein to the Principal Paying and Transfer Agent are references to the Trustee.

2.5 Covenant to Comply with Trust Deed

Each of the Issuer and Guarantor covenants with the Trustee that it will comply with and perform and observe all the provisions of this Trust Deed which are expressed to be binding on each of them, respectively. The Conditions shall be binding on the Issuer, the Guarantor and the Noteholders. The Trustee shall be entitled to enforce the obligations of the Issuer and the Guarantor under the Notes as if the same were set out and contained in this Trust Deed constituting the same, which shall be read and construed as one document with the Notes. The Trustee shall hold the benefits of this covenant upon trust for itself and the Noteholders according to its and their respective interests.

2.6 Representations and Warranties

- 2.6.1 Each of the Issuer and Guarantor represents and warrants to the Trustee that:

- (i) the issuance of the Notes and the execution and delivery of this Trust Deed, the Subordination Deed and the Agency Agreement and the performance by the Issuer and the Guarantor of its obligations thereunder will not cause any violation of any law or regulation in or of Bermuda or the federal, state or local laws of the United States of America (as applicable) and will not cause any violation of any agreement (or other obligation) to which the Issuer and Guarantor is a party or which is or may be binding upon it or any of its assets;
- (ii) each of the Issuer and the Guarantor has obtained all applicable consents, clearances, approvals, authorisations, orders, registrations and/or qualifications of or with any court, governmental agency or regulatory body and no other action or thing is required to be taken, fulfilled or done for the execution and delivery by the Issuer of this Trust Deed, the Subordination Deed, the Agency Agreement and the Notes, the issue of the Notes and the carrying out of all transactions contemplated by this Trust Deed, the Subordination Deed, the Agency Agreement and the Notes; and
- (iii) the Notes, this Trust Deed, the Subordination Deed, and the Agency Agreement are its valid and binding obligations.

2.7 Further Issues

Subject to the Additional Indebtedness Limitation, the Issuer may from time to time without the consent of the Noteholders create and issue further notes, bonds or debentures either having the same terms and conditions in all respects as the outstanding Notes (or in all respects except for the first payment of interest on them and so that such further issue shall be consolidated and form a single series with the outstanding Notes) or upon such terms as to interest, premium, redemption and otherwise as the Issuer may determine at the time of their issue. Any further notes, bonds or debentures forming a single series with the outstanding Notes constituted by this Trust Deed or any deed supplemental to it shall, and any other notes, bonds or debentures may, with the consent of the Trustee, be constituted by a deed supplemental to this Trust Deed.

Form of the Notes and Issue of the Notes

3.1 Global Notes

The Notes shall be represented initially by the Global Note which the Issuer shall issue to a common depository for Euroclear and Clearstream, Luxembourg on terms that such common depository shall hold the same for the account of the Persons who would otherwise be entitled to receive Definitive Notes (as notified to such common depository by the Issuer of the issue of the Notes) and the successors in title to such Persons as appearing in the records of Euroclear and Clearstream, Luxembourg for the time being.

3.2 Form and Amount – Global Note

The Global Note shall be printed or typed in the form or substantially in the form set out in Schedule 2 and may be a facsimile. The Global Note shall be in the aggregate principal amount of U.S.\$70,000,000 and shall be signed manually or in facsimile by a person duly

authorised by each of the Issuer on behalf of the Issuer and of the Guarantor on behalf of the Guarantor, as applicable, and shall be authenticated by or on behalf of the Registrar. The Global Note so executed and authenticated shall be a binding and valid obligation of the Issuer and the Guarantor and title thereto shall pass by registration of transfer in respect thereof in accordance with the provisions of this Trust Deed.

3.3 Definitive Notes

The Issuer shall issue the Definitive Notes in exchange for the Global Note in accordance with the provisions thereof. Pending exchange of the entire principal amount of the Global Note the holder thereof shall, subject to the terms thereof, be deemed to be the holder of the Notes represented thereby for all purposes.

3.4 Form and Amount – Definitive Notes; Registration and Transfer

The Notes in definitive form shall be in registered form and shall be issued in the form or substantially in the form set out in Schedule 1 in the denomination and transferable in units of U.S.\$100,000 and integral multiples of U.S.\$1,000 in excess thereof (or such lesser amount if such amount represents the entire principal amount of the Note), shall be serially numbered and shall be endorsed with a Form of Transfer in the form or substantially in the form also set out in Schedule 1 and with the Conditions. Title to the Notes in definitive form shall pass upon the registration of transfers in respect thereof in accordance with the provisions of this Trust Deed.

3.5 Signature

The Definitive Notes shall be signed manually or in facsimile by one Director of the Issuer on behalf of the Issuer and one Officer of the Guarantor and shall be authenticated by or on behalf of the Registrar.

3.6 Facsimile Signatures

The Issuer may use the facsimile signature of any person who at the date such signature is affixed is a person duly authorised by the Issuer or the Guarantor, as the case may be, or is a Director of the Issuer or is an Officer of the Guarantor, as the case may be, as referred to in subclauses ~~3.2 and 3.5~~[3.2 and 3.5](#) above notwithstanding that at the time of issue of the Global Note or any of the Definitive Notes, as the case may be, he may have ceased for any reason to be so authorised or to be the holder of such office. The Definitive Notes so signed shall be binding and valid obligations of the Issuer.

3.7 Registration and Transfer of Notes

All transfers of Notes and entries on the Register will be made in accordance with the regulations set forth in Schedule 6 to this Trust Deed.

Stamp Duties and Taxes

4.1 Taxes etc.

The Issuer will pay any stamp, issue, registration, documentary or other similar taxes and duties, including interest and penalties, payable in respect of the creation, issue and

offering of the Notes, and the execution or delivery of this Trust Deed. The Issuer will also indemnify the Trustee and the Noteholders from and against all stamp, issue, registration, documentary or other taxes paid by any of them in any jurisdiction in relation to which the liability to pay arises directly as a result of any action taken, in accordance with the Conditions and this Trust Deed, by or on behalf of the Trustee or, as the case may be, (where entitled under Condition 14 to do so) the Noteholders to enforce the obligations of the Issuer under this Trust Deed, the Agency Agreement, the Subordination Deed or the Notes.

4.2 Change of Taxing Jurisdiction

If the Issuer becomes subject generally to the taxing jurisdiction of a territory or a taxing authority of or in that territory with power to tax other than or in addition to the taxing jurisdiction of which (or any such authority of or in which) the issuer is subject generally (the “**Issuer’s Territory**”), then the Issuer will (unless the Trustee otherwise agrees) give the Trustee an undertaking satisfactory to the Trustee in terms corresponding to the terms of Condition 10 with the substitution for, or (as the case may require) the addition to, the references in that Condition to the Issuer’s Territory of references to that other or additional territory or authority to whose taxing jurisdiction the Issuer has become so subject. In such event this Trust Deed and the Notes will be read accordingly.

GUARANTEE AND INDEMNITY

5.1 Guarantee

Subject to the Subordination Deed, the Guarantor unconditionally and irrevocably guarantees that if the Issuer does not pay any sum payable by it under this Trust Deed or the Notes, by the time and on the date specified for such payment (whether on the normal due date, on acceleration or otherwise), the Guarantor shall pay that sum to or to the order of the Trustee, in the manner provided in Clause 2.2 as if it was the Issuer (or if in respect of sums due under Clause 12, in U.S. dollars in London in immediately available funds) before close of business on that date in the city to which payment is so to be made. Clauses 2.2(i) and 2.2(ii) shall apply (with consequential amendments as necessary) to such payments other than those in respect of sums due under Clause 12. All payments under the Guarantee shall be made subject to Condition 6 and Clause [4.2.4.2](#).

5.2 Guarantor as Principal Debtor

As between the Guarantor and the Trustee and the Noteholders but without affecting the Issuer’s obligations, the Guarantor shall be liable under this Clause as if it were the sole principal debtor and not merely a surety. Accordingly, it shall not be discharged, nor shall its liability be affected, by anything that would not discharge it or affect its liability if it were the sole principal debtor (including (1) any time, indulgence, waiver or consent at any time given to the Issuer or any other Person, (2) any amendment to any other provisions of this Trust Deed or to the Conditions or to any security or other guarantee or indemnity, (3) the making or absence of any demand on the Issuer or any other Person for payment, (4) the enforcement or absence of enforcement of this Trust Deed or the Notes or other guarantee or indemnity, (5) the taking, existence or release of any security, guarantee or indemnity, (6) the dissolution, amalgamation, reconstruction or reorganisation of the Issuer or any other Person or (7) the illegality, invalidity or unenforceability of or any defect in any

provision of this Trust Deed or the Notes or any of the Issuer's obligations under any of them).

5.3 Guarantor's Obligations Continuing

The Guarantor's obligations under this Trust Deed are and shall remain in full force and effect by way of continuing security until no sum remains payable under this Trust Deed, and the Notes. Furthermore, those obligations of the Guarantor are additional to, and not instead of, any other guarantee or indemnity at any time existing in favour of any Person, whether from the Guarantor or otherwise and may be enforced without first having recourse to the Issuer, any other Person, any security or any other guarantee or indemnity. The Guarantor irrevocably waives all notices and demands of any kind.

5.4 Exercise of Guarantor's Rights

So long as any sum remains payable under this Trust Deed or the Notes:

5.4.1 any right of the Guarantor, by reason of the performance of any of its obligations under this Clause, to be indemnified by the Issuer or to take the benefit of or to enforce any security or other guarantee or indemnity shall be exercised and enforced by the Guarantor only in such manner and on such terms as the Trustee may require or approve; and

5.4.2 any amount received or recovered by the Guarantor (a) as a result of any exercise of any such right or (b) in the dissolution, amalgamation, reconstruction or reorganisation of the Issuer shall be held in trust for the Trustee and immediately paid to the Trustee and the Trustee shall hold it on the trusts set out in Clause 9.1.

5.5 Suspense Accounts

Any amount received or recovered by the Trustee (otherwise than as a result of a payment by the Issuer to the Trustee in accordance with Clause 2) in respect of any sum payable by the Issuer under this Trust Deed or the Notes may be placed in a suspense account and kept there for so long as the Trustee thinks reasonably fit.

5.6 Avoidance of Payments

The Guarantor shall on demand indemnify the Trustee and each Noteholder against any cost, loss, expense or liability sustained or incurred by it as a result of it being required for any reason (including any bankruptcy, insolvency, winding up, dissolution, or similar law of any jurisdiction) to refund all or part of any amount received or recovered by it in respect of any sum payable by the Issuer under this Trust Deed or any Note and shall in any event pay to it on demand the amount as refunded by it.

5.7 Debts of Issuer

If any moneys become payable by the Guarantor under this Guarantee, the Issuer shall not (except in the event of the liquidation of the Issuer) so long as any such moneys remain unpaid, pay any moneys for the time being due from the Issuer to the Guarantor.

5.8 Indemnity

As separate, independent, primary obligation and alternative stipulations, the Guarantor unconditionally and irrevocably agrees (1) that any sum that, although expressed to be payable by the Issuer under this Trust Deed or the Notes, is for any reason (whether or not now existing and whether or not now known or becoming known to the Issuer, the Guarantor, the Trustee or any Noteholder) not recoverable from the Guarantor on the basis of a guarantee shall nevertheless be recoverable from it as if it were the sole principal debtor and shall be paid by it to the Trustee on demand and (2) as a primary obligation to indemnify the Trustee and each Noteholder against any loss suffered by it as a result of any sum expressed to be payable by the Issuer under this Trust Deed or the Notes not being paid on the date and otherwise in the manner specified in this Trust Deed or any payment obligation of the Issuer under this Trust Deed or the Notes being or becoming void, voidable or unenforceable for any reason (whether or not now existing and whether or not now known or becoming known to the Trustee or any Noteholder), the amount of that loss being the amount expressed to be payable by the Issuer in respect of the relevant sum.

5.9 Limitation

To the extent the Guarantor is incorporated in the State of ~~Florida~~ Delaware in the United States of America or any other jurisdictions in which the applicable law otherwise would render the obligations of the Guarantor hereunder invalid or unenforceable, the Guarantor shall nevertheless remain liable hereunder; provided however that the Guarantor's obligations shall be limited to the maximum amount which does not result in such invalidity or unenforceability. Notwithstanding the foregoing, the Guarantor's obligations hereunder shall be presumptively valid and enforceable to the fullest extent in accordance with the terms of this Trust Deed, as if this Clause 5.9 were not a part of this Trust Deed.

5.10 Release

The Guarantee will be fully and unconditionally released upon full payment and discharge of any and all amounts payable under this Trust Deed or the Notes.

5.11 Subrogation of Guarantor's rights

The Guarantor shall be subrogated to all rights of the Noteholders against the Issuer in respect of any amounts paid by the Guarantor pursuant hereto, provided that the Guarantor shall not, other than on the terms set out in Clause 5.4, be entitled to enforce, to take the benefit of, or to receive any payments arising out of or based upon or prove in any insolvency or winding up of the Issuer in respect of, such right of subrogation until such time as the principal of and interest on all outstanding Notes and all other amounts due under this Trust Deed and the Notes have been paid in full.

Status of the Notes and the Guarantee

6.1 Status of the Notes

The Notes constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank, and will at all times rank: (i) *pari passu* without any preference among themselves; (ii) *pari passu* with all claims of holders of other unsecured obligations of the

Issuer and the Guarantor (other than obligations required to be preferred by law); (iii) in accordance with the Subordination Deed, junior to all amounts owed to the Senior Finance Parties under the Senior Finance Documents; (iv) senior to the claims of holders of subordinated obligations of the Issuer and the Guarantor expressed to be subordinated to the Notes, and (v) senior to the claims of holders of all classes of share capital of the Issuer and the Guarantor, claiming in their capacity as such.

6.2 [Reserved]

6.3 Status of the Guarantee under this Trust Deed

In the event of the winding-up, insolvency, dissolution, liquidation or bankruptcy of the Issuer and/or the Guarantor, the payment obligations of the Issuer and the Guarantor under the Notes and this Trust Deed will rank: (i) *pari passu* without any preference among themselves; (ii) *pari passu* with all claims of holders of other unsecured obligations of the Issuer and the Guarantor (other than obligations required to be preferred by law); (iii) in accordance with the Subordination Deed, junior to all amounts owed to the Senior Finance Parties under the Senior Finance Documents; (iv) senior to the claims of holders of subordinated obligations of the Issuer and the Guarantor expressed to be subordinated to the Notes, and (v) senior to the claims of holders of all classes of share capital of the Issuer and the Guarantor, claiming in their capacity as such. For the avoidance of doubt, nothing in this Clause 6.3 or Clause 6.1 or in any other provision of this Trust Deed shall affect or prejudice the payment of any Losses incurred by the Trustee in its personal capacity or the remuneration of the Trustee or the rights and remedies of the Trustee in respect thereof and in such capacity the Trustee shall rank as an unsubordinated creditor of the Issuer and the Guarantor.

Enforcement

7.1 Proceedings

The Trustee may at any time, at its discretion and without notice, take such proceedings and/or other steps or action (including lodging an appeal in any proceedings) as it may think fit against or in relation to the Issuer and/or the Guarantor to enforce Issuer's and the Guarantor's obligations, as applicable, under this Trust Deed (an "**Enforcement Action**").

7.2 Proof of default

Should the Trustee take legal proceedings against the Issuer or the Guarantor (as the case may be) to enforce any of the provisions of this Trust Deed, proof therein that as regards the Notes the Issuer or the Guarantor (as the case may be) has failed in paying any principal, premium or interest due in respect of such Note shall (unless the contrary be proved) be sufficient evidence that the Issuer or the Guarantor (as the case may be) has made the like default as regards all other Notes which are then due and repayable.

References in subclause 2.2 to "the rate aforesaid" shall, in the event of any Notes having become due and repayable, with effect from the expiry of the interest period during which such Notes become due and repayable, be construed as references to a rate of interest calculated *mutatis mutandis* in accordance with the Conditions and notices thereof shall be published in accordance with the Conditions unless the Trustee otherwise agrees.

Proceedings, Action and Indemnification

The Trustee shall not be bound to take any action in relation to this Trust Deed (including but not limited to the giving of any notice pursuant to Condition 8 or the taking of an Enforcement Action unless directed or requested to do so (a) by an Extraordinary Resolution or (b) in writing by the Noteholders for the time being of at least a majority of the outstanding Notes, subject to the Trustee being indemnified and/or secured and/or prefunded to its satisfaction by the relevant Holders against all Losses to which it may render itself liable or which it may incur by so doing.

The Trustee may refrain from taking any action in any jurisdiction if the taking of such action in that jurisdiction would, in its opinion based upon legal advice in the relevant jurisdiction, be contrary to any law of that jurisdiction. Furthermore, the Trustee may also refrain from taking such action if it would otherwise render it liable to any Person in that jurisdiction or if, in its opinion based upon such legal advice, it would not have the power to take the relevant action in that jurisdiction by virtue of any applicable law in that jurisdiction or if it is determined by any court or other competent authority in that jurisdiction that it does not have such power.

Notwithstanding anything to the contrary in the Trust Deed or the Conditions of the Notes and subject to the next sentence, only the Trustee may enforce the provisions of the Trust Deed and the Conditions of the Notes. No Noteholder will be entitled to (a) take any steps or action against the Issuer or the Guarantor to enforce the performance of any of the provisions of this Trust Deed or the relevant Conditions of the Notes or (b) take any other proceedings (including lodging an appeal in any proceedings) in respect of or concerning the Issuer and the Guarantor, in each case unless the Trustee, having become bound pursuant to this Clause 8 to take any such action, steps or proceedings pursuant to this Clause 8, (i) fails to do so within 30 days of becoming so bound or (ii) is unable to do so by reason of an order of a court of a competent jurisdiction, and the failure or inability shall be continuing, provided that any sums recovered by such Noteholder shall be applied in accordance with Clause 9.

Application of Moneys Received by the Trustee

9.1 Declaration of Trust

Subject to the Subordination Deed, all moneys received by the Trustee in respect of the Notes or amounts payable under this Trust Deed will, regardless of any appropriation of all or part of them by the Issuer, be held by the Trustee upon trust to apply them:

- 9.1.1 *first*, in payment of all costs, charges, expenses and liabilities properly incurred by the Trustee and/or any Agent and/or any Appointee (including remuneration payable to the Trustee and/or any Agent and/or any Appointee) in carrying out its or their functions under this Trust Deed;
- 9.1.2 *secondly*, in payment of any amounts owing in respect of the Notes *pari passu* and rateably; and
- 9.1.3 *thirdly*, in payment of the balance (if any) to the Issuer, for itself, or to any other Person or entity entitled to such sums.

Without prejudice to this Clause 9.1, if the Trustee holds any moneys which represent principal or interest or other sums in respect of Notes which have become void or in respect of which claims have become prescribed under Condition 11, the Trustee will hold such moneys upon the trusts set out in this Clause 9.1 or turnover such funds to the Facility Agent if required by the terms of the Subordination Deed.

9.2 Notice of Payments or Receipt of Payment Stop Notice

The Trustee shall give notice to the Noteholders in accordance with the relevant Conditions of the day fixed for any payment to them under this Clause 9. Such payment may be made in accordance with the relevant Conditions and any payment so made shall be a good discharge to the Trustee.

The Trustee shall give notice to the Noteholders if it receives a Payment Stop Notice from the Facility Agent with such further information as provided in such Payment Stop Notice.

9.3 Accumulation

Save as expressly provided in this Trust Deed, the Trustee shall have no powers of investment with respect to any moneys held by the Trustee and available for payment in respect of the Notes and (to the extent permitted by applicable law) the power of investment in the Trustee Act 2000 shall not, nor shall any other provision relating to trustee powers of investment implied by statute or by general law, apply to the Trustee.

The Trustee may at its discretion accumulate such moneys until the accumulations, together with any other funds for the time being under the control of the Trustee and available for such purpose, amount to at least 10 per cent. of the then outstanding principal amount of the Notes and then such accumulations and funds (after deduction of, or provision for, any applicable taxes) shall be applied under Clause 9.1. For the avoidance of doubt, the Trustee shall, in no circumstances, have any discretion to invest any moneys referred to in this Clause 9 in any investments or other assets.

[Reserved]

Covenants

So long as any Note is outstanding, the Issuer and the Guarantor will:

11.1 Books of Account

keep and procure that each of its Insurance Subsidiaries keeps, proper books of account and, at any time after the occurrence of an Event of Default or a Potential Event of Default or if the Trustee has reasonable grounds for believing that any such event has occurred, so far as permitted by applicable law, allow, and procure that each of its Insurance Subsidiaries will allow, the Trustee and anyone appointed by it to whom the Issuer, and/or the Guarantor and/or the relevant Insurance Subsidiary has no reasonable objection, access to the books of account of the Issuer and/or the Guarantor and/or the relevant Insurance Subsidiary at all times during normal business hours for the purpose of the performance and discharge of its functions hereunder;

11.2 Notice of Events of Default

notify the Trustee in writing immediately upon becoming aware of the occurrence of any Event of Default or Potential Event of Default or breach of any undertaking under Condition 10 or of any proposed redemption pursuant to Condition 5(b) or 5(c);

11.3 Information

so far as permitted by applicable law, give to the Trustee such opinions, certificates, evidence and information as it requires and in such form as it requires (including, without limitation, the procurement by the Issuer or the Guarantor (as the case may be) of any certificate called for by the Trustee pursuant to Clause 11.5) and which is necessary for the performance and discharge of its duties, trusts, powers, authorities, discretions and functions hereunder;

11.4 Financial Statements etc.

send to the Trustee,

11.4.1 the material reports, notices, and certificates that the Issuer delivers and provides to the Facility Agent under the Facilities Agreement at the same time as each of the foregoing are delivered to the Facility Agent thereunder;

11.4.2 [Reserved].

11.4.3 no later than 150 days following the end of the Issuer's fiscal year, the Issuer shall provide to the Trustee audited consolidated annual financial statements of Issuer and its affiliates (including, as applicable, all statutory financial statements);

11.4.4 the quarterly management accounts of the Issuer no later than 60 days after financial quarter end;

11.4.5 the Issuer ~~shall~~ provide any other reports or information that the Trustee may reasonably request,

always provided that the Issuer and the Guarantor shall not be obliged to disclose any information where disclosure would be in breach of its legal or regulatory obligations as reasonably determined upon the advice of counsel or the rules of any stock exchange on which its shares or debt instruments may be listed;

11.5 Certificate of Directors and Officers

give to the Trustee (a) within fourteen days after demand by the Trustee therefor and (b) (without the necessity for any such demand) promptly after the publication of its audited accounts in respect of each financial period commencing with the financial period ended September 30, 2018 and in any event not later than 180 days after the end of each such financial period, a certificate of the Issuer or Guarantor (as applicable) in the form or substantially in the form set out in Schedule 5 signed by any two of its Directors on behalf of the Issuer or any two of its Officers on behalf of the Guarantor, as applicable, to the effect that, having made all reasonable enquiries, to the best of the knowledge, information and belief of the Issuer or Guarantor, as applicable, as of the date of such certificate (the "**Certification Date**"), no Event of Default or Potential Event of Default or other breach of

this Trust Deed by the Issuer or Guarantor (as applicable), has occurred since the date of this Trust Deed or, if later, the previous Certification Date of the last such certificate (if any) and the Issuer and the Guarantor, if applicable, has complied with all of its obligations under this Trust Deed or, if such an event has occurred, giving details of it;

11.6 Notices to Noteholders

send or procure to be sent to the Trustee for approval at least 5 days in advance of any publication, a copy of the draft form of each notice to the Noteholders to be published in accordance with Condition 16, and upon publication one copy of each notice so published (such approval, unless so expressed, not to constitute approval for the purposes of Section 21 of the Financial Services and Markets Act 2000 of the United Kingdom of any such notice which is an invitation or inducement to engage in investment activity within the meaning of Section 21 of the Financial Services and Markets Act 2000);

11.7 Further Acts

so far as permitted by applicable law, execute and do all such further documents, acts and things as may be necessary in the opinion of the Trustee to give effect to this Trust Deed;

11.8 Notice of Late Payment

procure the Principal Paying and Transfer Agent to notify the Trustee as soon as reasonably practicable in the event that the Principal Paying and Transfer Agent does not, on or before the due date for any payment in respect of the Notes or any of them, receive unconditionally pursuant to the Agency Agreement payment of the full amount in the requisite currency of the moneys payable on such due date on all such Notes and promptly give notice to the Trustee and the Noteholders of any unconditional payment to the Principal Paying and Transfer Agent or the Trustee of any sum due in respect of the Notes made after the due date for such payment;

11.9 Notice of Early Redemption

prior to the giving of any notice of early redemption in accordance with the Conditions, deliver to the Trustee a certificate signed by two managing directors of the Issuer stating that the Issuer is entitled to effect such redemption and, certifying on the terms set out in the Conditions, the Condition under which the early redemption is made and that the conditions precedent to the right to redemption occurred. The Trustee shall, without further enquiry, accept such a certificate as sufficient evidence of the conditions precedent to such redemption and shall incur no liability to the Noteholders in respect of reliance on such a certificate;

11.10 Change in Agents

at all times maintain a Principal Paying and Transfer Agent, Registrar and Agent Bank in accordance with the Conditions and give not less than 14 days' prior notice to the Noteholders of any future appointment or any resignation or removal of any Agent or of any change by any Agent of its specified office and not make any such appointment or removal without the written approval of the Trustee;

11.11 Notes held by the Issuer etc.

send to the Trustee as soon as practicable after being so requested in writing by the Trustee a certificate of the Issuer signed by any two of its Directors on behalf of the Issuer setting out the total number of Notes which, at the date of such certificate, were held by or on behalf of the Issuer, or as the case may be, the Guarantor, or as at the date specified in such request, any Subsidiary of the Issuer and which had not been cancelled;

11.12 Register

deliver or procure the delivery to the Trustee of an up-to-date copy of the Register in respect of the Notes, certified as being a true, accurate and complete copy, at such times as the Trustee may reasonably require; and

11.13 [Reserved]

11.14 Limitation on fundamental changes

undertakes not to materially change the general nature of its business and that of the other members of the Group taken as a whole from that carried on as of the Issue Date;

11.15 Control of Insurance Subsidiaries

shall maintain "Control" of each of the Insurance Subsidiaries such that the Issuer shall at all times have Control over these two entities;

11.16 Compliance with Applicable Requirements of Applicable Insurance Regulatory Authority

shall ensure that it and the other members of the Group are in compliance with all laws to which each is subject except where the failure to so comply would not reasonably be expected to result in a Material Adverse Effect, including without limitation, maintenance of all required licenses (if applicable) for any Insurance Subsidiary, and if applicable to each Insurance Subsidiary compliance at all times with all solvency, capital and regulatory requirements of any Applicable Insurance Regulatory Authority;

11.17 Arm's-Length Basis

as to all transactions between (1) the Issuer or the Guarantor, and (2) a third-party, such transactions shall be on an arm's-length terms, unless otherwise agreed by the Requisite Holders, in writing;

11.18 Provision of Legal Opinions

11.18.1 prior to making any modification or amendment or supplement to this Trust Deed, the Agency Agreement or the Subordination Deed, procure the delivery of (a) legal opinion(s) as to English and any other relevant law, addressed to the Trustee, dated the date of such modification or amendment or supplement, as the case may be, and in a form acceptable to the Trustee from legal advisers acceptable to the Trustee.

11.19 Listing¹

use its reasonable endeavours to maintain the listing of the Notes on the Global Exchange Market of Euronext, Dublin or, if it is unable to do so having used its reasonable endeavours or if the Trustee considers that the maintenance of such listing is unduly onerous and the Trustee is of the opinion that to do so would not be materially prejudicial to the interests of the Noteholders, use its reasonable endeavours to obtain and maintain a quotation or listing of the Notes on such other stock exchange or exchanges or securities market or markets as the Issuer may (with the prior written approval of the Trustee) decide and shall also upon obtaining a quotation or listing of the Notes on such other stock exchange or exchanges or securities market or markets enter into a trust deed supplemental to this Trust Deed to effect such consequential amendments to these presents as the Trustee may require or as shall be requisite to comply with the requirements of any such stock exchange or securities market.

Remuneration and Indemnification of the Trustee

12.1 Normal Remuneration

So long as any Note is outstanding, the Issuer will pay to the Trustee by way of remuneration for its services as trustee such sum as may be agreed between them in a letter on or about the date hereof. Such remuneration will accrue from day to day from the date of this Trust Deed until all the Notes have become due for redemption, and all monies payable thereon have been paid to the Trustee or the Principal Paying and Transfer Agent. Such remuneration shall be payable on such dates as may be agreed between the Issuer and the Trustee. Such remuneration shall accrue from day to day and be payable (in priority to payments to the Noteholders) up to and including the date when, all the Notes having become due for redemption, the redemption moneys and interest thereon to the date of redemption have been paid to the Principal Paying and Transfer Agent or, as the case may be, the Trustee provided that if any payment to a Noteholder of the moneys due in respect of any Note is improperly withheld or refused, such remuneration will continue to accrue as from the date of such withholding or refusal until payment to such Noteholder is duly made. All remuneration payable to the Trustee shall carry interest at a rate equivalent to the Trustee's cost of funding from the due date therefor.

12.2 Extra Remuneration

At any time after the occurrence of an Event of Default or a Potential Event of Default, the Issuer hereby agrees that the Trustee shall be entitled to be paid additional remuneration calculated at its normal hourly rates in force from time to time for the performance of its services as Trustee. In any other case, if the Trustee finds it expedient or necessary in the interests of Noteholders, or is requested by the Issuer or the Guarantor, to undertake duties which the Trustee (after consultation with the Issuer, if practicable) considers to be of an exceptional nature or otherwise outside the scope of the normal duties of the Trustee under this Trust Deed, the Issuer will pay such additional remuneration as may be agreed between them (and which may be calculated by reference to the Trustee's normal hourly rates in force from time to time) or, failing agreement as to any of the matters in this Clause, as determined by an independent financial institution or person in London (acting as an

¹ Inserted pursuant to 2019 amendment deed.

expert and not as an arbitrator) selected by the Trustee and approved by the Issuer or, failing such approval, nominated by the President for the time being of The Law Society of England and Wales, the expenses involved in such selection and approval and the fee of such financial institution or person being borne solely by the Issuer. The determination of such financial institution or person will, in the absence of manifest error, be conclusive and binding on the Issuer, the Guarantor, the Trustee and the Noteholders.

12.3 Expenses

The Issuer failing which, the Guarantor, will on demand by the Trustee, pay or discharge all costs, charges, Losses and expenses incurred by the Trustee in relation to the preparation and execution of this Trust Deed and the carrying out of its functions under this Trust Deed including, but not limited to, legal and travelling expenses and any capital, stamp, registration, documentary or other similar taxes or duties paid by the Trustee in connection with any legal proceedings brought or contemplated by the Trustee against the Issuer for enforcing any obligation under this Trust Deed, the Subordination Deed, the Agency Agreement, or the Notes.

12.4 Payment of Expenses

All such costs, charges, Losses and expenses incurred and payments made by the Trustee will be payable or reimbursable by each of the Issuer and the Guarantor on demand by the Trustee and:

- 12.4.1 in the case of payments made by the Trustee prior to such demand will carry interest from the date on which the demand is made at a rate equivalent to the Trustee's cost of funding on the date on which such payments were made by the Trustee; and
- 12.4.2 in all other cases will carry interest at such rate from 30 days after the date on which the demand is made or (where the demand specifies that payment is to be made on an earlier date) from such earlier date.

12.5 Indemnity

- 12.5.1 Without prejudice to the right of indemnity by law given to trustees, the Issuer and the Guarantor, jointly and severally, shall on demand indemnify the Trustee and every Appointee and keep it indemnified against all Losses to which it may be or become subject or which may be incurred by it in the preparation and execution or purported execution of any of its trusts, powers, authorities and discretions under this Trust Deed, the Agency Agreement and the Subordination Deed or its functions under any such appointment or in respect of any other matter or thing done or omitted in any way relating to this Trust Deed, the Agency Agreement and the Subordination Deed or any such appointment (including all Losses incurred in disputing or defending any of the foregoing).
- 12.5.2 Notwithstanding any provision of this Trust Deed to the contrary, neither the Trustee nor any Appointee shall in any event be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits, loss of business, loss of goodwill, loss of opportunity,

whether direct or indirect), whether or not foreseeable, whether or not the Trustee can reasonably be regarded as having assumed responsibility at the time this Trust Deed is entered into and even if the Trustee or such Appointee has been advised of the likelihood of such loss or damage unless the claim for loss or damage is made in respect of fraud on the part of the Trustee.

12.5.3 The Contract (Rights of Third Parties) Act 1999 shall apply to this Clause 12.5.

12.6 Tax Gross-Up

All payments in respect of the Issuer's and the Guarantor's obligations hereunder shall be made free and clear of, and without set-off, counterclaim, withholding or deduction for, any taxes, funds, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected or assessed by or within any Relevant Jurisdiction or any jurisdiction through which payment is made, unless such withholding or deduction is required by law. If either the Issuer or the Guarantor makes a payment in relation to which respectively the Issuer or the Guarantor must make a tax deduction or a withholding for or on account of the above mentioned taxes, the Issuer or the Guarantor shall pay such increased amounts as will result in the receipt by the Trustee of such amounts as would have been received by it if no such set-off, counterclaim, withholding or deduction had been required.

12.7 Provisions Continuing

The provisions of Clauses 12.3, 12.4 and 12.5 shall survive the satisfaction and discharge of the terms of this Trust Deed and will continue in full force and effect in relation to the Trustee even if it may have ceased to be Trustee.

Provisions Supplemental to The Trustee Act 1925 and the Trustee Act 2000

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Trustee in relation to the trusts constituted by this Trust Deed. Where there are any inconsistencies between the Trustee Act 1925, the Trustee Act 2000 and the provisions of this Trust Deed, the provisions of this Trust Deed shall, to the extent allowed by law, prevail and, in the case of any such inconsistency with the Trustee Act 2000, the provisions of this Trust Deed shall constitute a restriction or exclusion for the purposes of that Act. The Trustee shall have all the powers conferred on Trustees by the Trustee Act 1925 and the Trustee Act 2000 and, by way of supplement, it is expressly declared as follows:

13.1 Advice

The Trustee may rely and act on the opinion or advice of, or information obtained from, any expert or a certificate or report or confirmation of any accountants, financial advisers, investment bankers, lawyers or experts in each case whether or not addressed to the Trustee and whether or not their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Trustee or any other Person or in any other manner) by reference to a monetary cap, methodology or otherwise, and the Trustee will not be responsible to anyone for any loss occasioned by so relying and acting whether such advice is obtained or addressed to the Issuer, the Guarantor, the Trustee or any other Person. Any such opinion, advice, confirmation, certificate, report or information may be sent or obtained by letter, email, telex or facsimile transmission and the Trustee

will not be liable to anyone for relying or acting in good faith on any opinion, advice, confirmation, certificate, report or information purporting to be conveyed by such means even if it contains some error or is not authentic. The Trustee may accept and be entitled to rely without liability on any such opinion, advice, information, report, confirmation or certificate where the Issuer procures delivery of the same pursuant to its obligation to do so under a condition hereof and such report, confirmation or certificate shall be conclusive and binding on the Issuer, the Guarantor, the Trustee and the Noteholders in the absence of manifest error.

13.2 Trustee to Assume Due Performance

The Trustee need not notify anyone of the execution of this Trust Deed or do anything to ascertain whether any Event of Default or Potential Event of Default has occurred and will not be responsible to Noteholders or any other Person for any loss arising from any failure by it to do so and, until it has actual knowledge or express notice to the contrary, the Trustee may assume that no such event has occurred and that each of the Issuer and the Guarantor is performing all its respective obligations under this Trust Deed, the Subordination Deed and the Notes.

13.3 Resolutions of Noteholders

The Trustee will not be responsible for having acted in good faith upon any Extraordinary Resolution in writing or upon a resolution purporting to have been passed at a meeting of Noteholders in respect of which minutes have been made and signed or any direction or request of Noteholders even though it may later be found that there was a defect in the constitution of such meeting or the passing of such resolution or that (in the case of an Extraordinary Resolution in writing, a direction or request) it was not signed by the requisite number of Noteholders or that for any reason such resolution was not valid or binding upon the Noteholders.

13.4 Certificate Signed by Directors

The Trustee may call for and may accept as sufficient evidence of any fact or matter or of the expediency of any act a certificate (whether or not such certificate is addressed to the Trustee) of the Issuer or the Guarantor signed by any two Directors of the Issuer or any two officers of the Guarantor, as the case may require, to any fact or matter upon which the Trustee may, in the exercise of any of its functions, require to be satisfied or to have information to the effect that, in the opinion of the person or persons so certifying, any particular act is expedient and the Trustee need not call for further evidence and will not be responsible for any loss that may be occasioned by acting on any such certificate.

13.5 Deposit of Documents

The Trustee may appoint as custodian, on any terms, any bank or entity whose business includes the safe custody of documents or any lawyer or firm of lawyers believed by it to be of good repute and may deposit this Trust Deed and any other documents with such custodian and pay all sums due in respect thereof and the Trustee shall not be responsible for or required to insure against any Losses incurred in connection therewith. The Trustee is not obliged to appoint a custodian of securities payable to bearer.

13.6 Custodians/Nominees

In relation to any asset held by it under this Trust Deed, the Trustee may appoint any Person to act as its custodian or nominee (being an Appointee hereunder) on any terms.

13.7 Discretion of Trustee

Save as expressly provided in this Trust Deed, the Trustee will have absolute and uncontrolled discretion as to the exercise of its functions hereby vested in the Trustee and will not be responsible for the exercise or non-exercise thereof nor for any loss, liability, cost, claim, action, demand, expenses or inconvenience which may result from their exercise or non-exercise, but, whenever the Trustee is (under the provisions of this Trust Deed or the Notes) bound to act at the request or direction of the Noteholders, the Trustee shall nevertheless not be so bound unless first indemnified and/or secured and/or prefunded to its satisfaction.

13.8 Agents

Whenever it considers it expedient in the interests of the Noteholders, the Trustee may, in the conduct of its trust business, instead of acting personally, employ and pay an agent (being an Appointee hereunder) selected by it, whether or not a lawyer or other professional person, to transact or conduct, or concur in transacting or conducting, any business and to do or concur in doing all acts required to be done by the Trustee (including the receipt and payment of money). The Trustee shall not be in any way responsible for any Losses incurred by reason of any misconduct or default on the part of any such agent or be bound to supervise the proceedings or acts of any such agent.

13.9 Consent

Any consent given by the Trustee for the purposes of this Trust Deed may be given on such terms and subject to such conditions (if any) as the Trustee thinks fit and notwithstanding anything to the contrary in this Trust Deed may be given retrospectively. The Trustee may give any consent or approval, exercise any power, authority or discretion or take any similar action (whether or not such consent, approval, power, authority, discretion or action is specifically referred to in these presents) if it is satisfied that the interests of the Noteholders are not materially prejudiced thereby. For the avoidance of doubt, the Trustee shall not have any duty to the Noteholders in relation to such matters other than that which is contained in the preceding sentence.

13.10 Delegation

Whenever it considers it expedient in the interests of the Noteholders, the Trustee may delegate to any Person (being an Appointee hereunder) and on any terms (including power to sub-delegate) all or any of its trusts, powers, authorities, discretions or functions. Such delegation may be made upon such terms (including power to sub-delegate) and subject to such conditions and regulations as the Trustee may in the interests of the Noteholders think fit. The Trustee shall not be under any obligation to supervise the proceedings or acts of any such delegate or sub-delegate or be in any way responsible for any Losses incurred by reason of any misconduct or default on the part of any such delegate or sub-delegate.

13.11 Forged Notes

The Trustee will not be liable to the Issuer, the Guarantor or any Noteholder by reason of having accepted as valid or not having rejected any entry in the Register or any Note purporting to be such and later found to be forged or not authentic.

13.12 Confidentiality

Unless ordered to do so by a court of competent jurisdiction, the Trustee shall not be required to disclose to any Noteholder or any third party any confidential financial or other information made available to the Trustee by the Issuer, the Guarantor and no Noteholder shall be entitled to take any action to obtain from the Trustee any such information.

13.13 Determinations Conclusive

As between itself and the Noteholders, the Trustee may determine all questions and doubts arising in relation to any of the provisions of this Trust Deed. Every such determination, whether made upon such a question actually raised or implied in the acts or proceedings of the Trustee, will be conclusive in the absence of manifest error and shall bind the Trustee and the Noteholders.

13.14 Determination of Events of Default or Potential Events of Default

The Trustee may determine whether or not an Event of Default or Potential Event of Default is in its opinion capable of remedy. Any such determination will be conclusive and binding on the Issuer, the Guarantor, and the Noteholders.

13.15 Currency Conversion

Where it is necessary or desirable for any purpose in connection with the terms of this Trust Deed or the Conditions to convert any sum from one currency to another, it will (unless otherwise provided herein or required by law) be converted at such rate or rates, in accordance with such method and as at such date as may be specified by the Trustee but having regard to current rates of exchange, if available. Any rate, method and date so specified will be binding on the Issuer, the Guarantor and the Noteholders.

13.16 Payment for and Delivery of Notes

The Trustee will not be responsible for the receipt or application by the Issuer of the proceeds of the issue of the Notes, the exchange of the interests between the Notes represented by Global Notes or the delivery of Definitive Notes to the persons entitled to them.

13.17 Notes held by the Issuer etc.

-In the absence of express notice to the contrary, the Trustee may assume without enquiry (other than requesting a certificate of the Issuer under Clause 11.5) that those Notes (if any) which are beneficially held by, or are held on behalf of, the Issuer, Guarantor or any Subsidiary of the Issuer and not yet cancelled shall be deemed not to remain outstanding.

13.18 Interests of Noteholders

In connection with the exercise of its powers, trusts, authorities or discretions (including, but not limited to, those in relation to any proposed modification, waiver or authorisation of any breach or proposed breach of any of the Conditions or any of the provisions of this Trust Deed or any proposed substitution in accordance with Clause 17.2 or any determination made pursuant to Clause 17.2), the Trustee shall have regard to the interests of the Noteholders as a class but shall not have regard to any interests arising from circumstances particular to individual Noteholders and in particular, but without prejudice to the generality of the foregoing, shall not have regard to the consequences of such exercise for individual Noteholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or otherwise to the tax consequences thereof and the Trustee shall not be entitled to require, nor shall any Noteholder be entitled to claim from the Issuer, the Guarantor or the Trustee, any indemnification or payment of any tax arising in consequence of any such exercise upon individual Noteholders.

13.19 Enforcement of Rights

As referred to in Condition 8, the Trustee need not take any such steps, action or proceedings unless (i) it shall have been so directed by an Extraordinary Resolution or so requested in writing by Noteholders holding at least a majority in principal amount of the Notes then outstanding and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

13.20 Breach of Undertakings

The Trustee assumes no responsibility for ascertaining whether or not (i) a breach of any of the undertakings in Condition 10 shall have occurred or (ii) any such breach shall have been rectified. Unless and until the Trustee has express notice of any of the above events it shall be entitled to assume that no such event has occurred. The Trustee shall not be liable for any loss arising from any determination or calculation made pursuant to the Conditions or from any failure or delay in making any such determination or calculation.

13.21 Responsibility for Agents etc.

If the Trustee exercises reasonable care in selecting any custodian, agent, delegate or nominee appointed under this clause (an “**Appointee**”), it will not have any obligation to supervise the Appointee or be responsible for any loss, liability, cost, claim, action, demand or expense incurred by reason of the Appointee’s misconduct or default or the misconduct or default of any substitute appointed by the Appointee.

13.22 Incurrence of Financial Liability

Nothing contained in this Trust Deed shall require the Trustee to do anything which (a) may be illegal or contrary to applicable law or regulation or (b) may cause it to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of any power, rights, authority or discretion hereunder if it has grounds for believing the repayment or prepayment of the funds or adequate indemnity and/or security and/or prefunding against such risk or liability is not reasonably assured to it.

13.23 Independent Adviser

The Trustee has no responsibility for the accuracy, completeness, timeliness or otherwise of any determination made by an Independent Adviser pursuant to the Conditions.

13.24 Reliance on Certification of Clearing System

The Trustee may call for and shall be at liberty to accept and place full reliance on as sufficient evidence thereof and shall not be liable to the Issuer, the Guarantor or any Noteholder by reason only of either having accepted as valid or not having rejected any certificate or other document issued by any clearing system as to the nominal amount of the Notes beneficially owned by any Person or any other matter (and any such certificate or other document so accepted by the Trustee shall, in the absence of manifest error, be conclusive and binding for all purposes) and any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream, Luxembourg's Creation Online system) in accordance with its usual procedures and in which the holder of a particular nominal amount of the Notes is clearly identified together with the amount of such holding.

13.25 Legal Opinions

The Trustee shall not be responsible to any Person for failing to request, require or receive any legal opinion relating to any Notes or for checking or commenting upon the content of any such legal opinion and shall not be responsible for any loss, damage, costs, charge, claim, demand, expense, judgement, action, proceeding or other liability whatsoever incurred thereby. The Trustee shall be entitled to call for and rely upon, and the Issuer shall be obliged to procure the delivery of, legal opinions, addressed to the Trustee dated the date of such delivery and in a form and content acceptable to the Trustee.

13.26 Trustee not Responsible

The Trustee shall not be responsible for the execution, delivery, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence of this Trust Deed or any other document relating thereto, any licence, consent or other authority for the execution, delivery, legality, effectiveness, adequacy, genuineness, validity, performance, enforceability or admissibility in evidence of this Trust Deed or any other document relating thereto. In addition the Trustee shall not be responsible for the effect of the exercise of any of its powers, duties and discretions hereunder.

13.27 Right to Deduct or Withhold

Notwithstanding anything contained in this Trust Deed, to the extent required by any applicable law, if the Trustee is or will be required to make any deduction or withholding from any distribution or payment made by it hereunder or if the Trustee is or will be otherwise charged to, or is or may become liable to, tax as a consequence of performing its duties hereunder whether as principal, agent or otherwise, and whether by reason of any assessment, prospective assessment or other imposition of liability to taxation of whatsoever nature and whensoever made upon the Trustee, and whether in connection with or arising from any sums received or distributed by it or to which it may be entitled under this Trust Deed (other than in connection with its remuneration as provided for herein) or any investments or deposits from time to time representing the same, including any income or gains arising therefrom or any action of the Trustee in connection with the

trusts of this Trust Deed (other than the remuneration herein specified) or otherwise, then the Trustee shall be entitled to make such deduction or withholding or, as the case may be, to retain out of sums received by it an amount sufficient to discharge any liability to tax which relates to sums so received or distributed or to discharge any such other liability of the Trustee to tax from the funds held by the Trustee upon the trusts of this Trust Deed.

13.28 Responsibility for Statements etc.

The Trustee shall not be responsible for, or for investigating any matter which is the subject of, any recital, statement, representation, warranty or covenant of any Person contained in this Trust Deed, or any other agreement or document relating to the transactions contemplated in this Trust Deed or under such other agreement or document.

13.29 Not bound to act

The Trustee shall not be bound to take any step, proceeding or action in connection with the Notes, this Trust Deed or any obligations arising hereunder, including without prejudice to the generality of the foregoing, forming any opinion or employing any financial adviser, where it is not satisfied that it will be indemnified and/or secured and/or prefunded to its satisfaction in connection with such step, proceeding or action and may demand prior to taking any such step, proceeding or action that there be paid to it in advance such sums as it considers (without prejudice to any further demand) shall be sufficient so to indemnify and/or secure and/or prefund it and on such demand being made by it, the Issuer and the Guarantor shall be obliged to make payment of all such sums in full.

13.30 Trustee right to charge

Any trustee of this Trust Deed being a lawyer, accountant, broker or other person engaged in any profession or business shall be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by him or his firm in connection with the trusts of this Trust Deed and also his proper charges in addition to disbursements for all other work and business done and all time spent by him or his firm in connection with matters arising in connection with this Trust Deed.

13.31 Merger

Any corporation into which the Trustee shall be merged or with which it shall be consolidated or any company resulting from any such merger or consolidation shall be a party hereto and shall be the Trustee under this Trust Deed without executing or filing any paper or document or any further act on the part of the parties thereto.

13.32 Worst case scenario

When determining whether an indemnity or any security or pre-funding is satisfactory to it, the Trustee shall be entitled to evaluate its risk in any given circumstance by considering the worst-case scenario and, for this purpose, it may take into account, without limitation, the potential costs of defending or commencing proceedings in England or elsewhere and the risk, however remote, of any award of damages against it in England or elsewhere.

13.33 Financial standing of indemnifier

The Trustee shall be entitled to require that any indemnity or security given to it by the Noteholders or any of them be given on a joint and several basis and be supported by evidence reasonably satisfactory to it as to the financial standing and creditworthiness of each counterparty and/or as to the value of the security and an opinion as to the capacity, power and authority of each counterparty and/or the validity and effectiveness of the security.

13.34 Listing

Nothing in this Trust Deed shall require the Trustee to assume an obligation of the Issuer arising under any provisions of the listing, prospectus, disclosure or transparency rules applicable to an issuer of debt securities listed on the Global Exchange Market of Euronext, Dublin or any other exchange on which the Notes may from time to time be listed. The Trustee shall have no responsibility or obligation to maintain the listing of the Notes.²

Trustee liable for negligence

Nothing in this Trust Deed shall in any case in which the Trustee fails to show the degree of care and diligence required of it as trustee having regard to the provisions of this Trust Deed conferring on it any trusts, powers, authorities or discretions exempt the Trustee from or indemnify it from or against any liability which would otherwise attach to it in respect of any gross negligence, wilful default or fraud of which it may be guilty in relation to its duties under this Trust Deed.

Waiver and Proof of Default

15.1 Waiver

The Trustee may, without the consent of the Noteholders and without prejudice to its rights in respect of any subsequent breach, Event of Default or Potential Event of Default, from time to time and at any time, if in its opinion the interests of the Noteholders are not materially prejudiced thereby, waive or authorise, on such terms and conditions as seem expedient to it, any breach or proposed breach by the Issuer of any of the provisions of the Conditions, this Trust Deed, any trust deed supplemental to this Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement or the Notes or determine that any Event of Default or Potential Event of Default will not be treated as such provided that the Trustee will not do so in contravention of any express direction given by an Extraordinary Resolution or a request made pursuant to Condition 8 but so that no such direction or request will affect any previous waiver, authorisation or determination. Any such waiver, authorisation or determination may be made on such terms and subject to such conditions as the Trustee may determine, will be binding on the Noteholders and, if the Trustee so requires, will be notified to the Noteholders promptly in accordance with Condition 16.

15.2 Proof of Default

If it is proved that as regards any specified Note the Issuer has made default in paying any sum due to the relevant Noteholder such proof will (unless the contrary be proved) be

² Inserted pursuant to 2019 amendment deed.

sufficient evidence that the same default has been made as regards all other Notes which are then payable.

Trustee not precluded from entering into Contracts

Neither the Trustee nor any director or officer of a corporation acting as a Trustee, whether acting for itself or in any other capacity, will be precluded from becoming the owner of, or acquiring any interest in, or holding, or disposing of, any Notes or any Ordinary Shares or securities of the Issuer, the Guarantor or any of their respective subsidiaries, holding or associated companies with the same rights as it would have had if the Trustee were not the Trustee or from entering into or being interested in any contracts or transactions with the Issuer, the Guarantor or any of their respective subsidiaries holding or associated companies or from acting on, or as depositary or agent for, any committee or body of holders of any securities of the Issuer or any of its Subsidiaries, holding or associated companies and will not be liable to account for any profit resulting therefrom.

Modification and Substitution

17.1 Modification

The Trustee may agree with the Issuer and the Guarantor, without the consent of the Noteholders, to (i) any modification of any of the provisions of this Trust Deed, any trust deed supplemental to this Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Subordination Deed, the Notes or the Conditions which in the Trustee's opinion is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of law, and (ii) other than with respect to Reserved Matters, any other modification to this Trust Deed, any trust deed supplemental to this Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Subordination Deed, the Notes or the Conditions which is, in the opinion of the Trustee, not materially prejudicial to the interests of the Noteholders. Any such modification or authorisation shall be subject to such terms and conditions as the Trustee may determine, shall be binding on the Noteholders and, if the Trustee so requires, such modification shall be notified to the Noteholders promptly in accordance with Condition 16.

17.2 Substitution

17.2.1 The Trustee may, without the consent of the Noteholders, agree to the substitution of the Issuer's successor in business, transferee or assignee or any Subsidiary of the Issuer or its successor in business, transferee or assignee or of the Guarantor or its successor in business, transferee or assignee or any Subsidiary of the Guarantor or its successor in business, transferee or assignee (the "**Substituted Obligor**") in place of the Issuer or Guarantor (or of any previous substitute under this sub-clause) as the principal debtor or guarantor under this Trust Deed and the Notes **provided that:**

- (i) the Notes are unconditionally and irrevocably guaranteed by the Issuer and the Guarantor in a form and manner satisfactory to the Trustee;
- (ii) the Trustee is satisfied that the interests of the Noteholders are not materially prejudiced by the substitution;

- (iii) a deed is executed or undertaking given by the Substituted Obligor to the Trustee, in form and manner satisfactory to the Trustee, agreeing to be bound by this Trust Deed and the Notes (with consequential amendments as the Trustee may deem appropriate) as if the Substituted Obligor had been named in this Trust Deed and the Notes as the principal debtor in place of the Issuer;
- (iv) if the Substituted Obligor is subject generally to the taxing jurisdiction of a territory or any authority of or in that territory with power to tax (the “**Substituted Territory**”) other than the Issuer’s, the Substituted Obligor will (unless the Trustee otherwise agrees) give to the Trustee an undertaking satisfactory to the Trustee in terms corresponding to Condition 10 with the substitution for the references in that Condition to the Issuer’s Territory of references to the Substituted Territory whereupon this Trust Deed and the Notes will be read accordingly;
- (v) if any two directors of the Substituted Obligor certify that it will be solvent immediately after such substitution, the Trustee need not have regard to the Substituted Obligor’s financial condition, profits or prospects or compare them with those of the Issuer;
- (vi) the Issuer and the Substituted Obligor comply with such other requirements as the Trustee may direct in the interests of the Noteholders;
- (vii) (unless the Issuer’s successor in business, transferee or assignee or where relevant, the Guarantor or its successor in business, transferee or assignee is the Substituted Obligor) the obligations of the Substituted Obligor under this Trust Deed and the Notes are guaranteed by the Guarantor in the same terms (with consequential amendments as necessary) as the Guarantee to the Trustee’s satisfaction;
- (viii) (unless all or substantially all of the assets of the Issuer or any previous Substituted Obligor are transferred to the Substituted Obligor) an unconditional and irrevocable guarantee in form and substance satisfactory to the Trustee is given by the Issuer or any previous Substituted Obligor (as applicable) of the obligations of the Substituted Obligor under this Trust Deed shall have been given;
- (ix) the Trustee is satisfied that (i) the Substituted Obligor has obtained any governmental and regulatory approvals and consents necessary for its assumption of liability as principal debtor under these presents and in respect of the Notes, the Receipts and the Coupons in place of the Issuer or any previous Substituted Obligor (as applicable) and (ii) such approvals and consents are at the time of substitution in full force and effect;
- (x) the Trustee is provided with such legal opinions as it may require in respect of such substitution in form and substance satisfactory to it;

- (xi) Release of Issuer and Substitute Obligor: Any such agreement by the Trustee pursuant to this Clause 17.2 will, if so expressed, operate to release the Issuer (or any such previous Substituted Obligor) from any or all of its obligations under this Trust Deed and the Notes. Not later than 14 days after the execution of any such documents and after compliance with such requirements, notice of the substitution will be given to the Noteholders;
- (xii) Completion of Substitution: Upon the execution of such documents and compliance with such requirements, the Substituted Obligor will be deemed to be named in this Trust Deed and the Notes as the principal debtor in place of the Issuer (or of any previous Substituted Obligor under this Clause 17.2) and this Trust Deed and the Notes will be deemed to be modified in such manner as shall be necessary to give effect to the substitution and, without prejudice to the generality of the foregoing, any references in this Trust Deed or the Notes to the Issuer shall be deemed to be references to the Substituted Obligor. Any such substitution shall be binding on the Noteholders and shall be notified promptly to the Noteholders in accordance with Condition 16; and
- (xiii) Refusal by Trustee. The Trustee shall be entitled to refuse to approve any Substituted Obligor if, pursuant to the law of the jurisdiction of incorporation of the Substituted Obligor, the assumption by the Substituted Obligor of its obligations hereunder imposes responsibilities on the Trustee over and above those which have been assumed under this Trust Deed.

Appointment, Retirement and Removal of the Trustee

18.1 Appointment

The Issuer will have the power of appointing new trustees but no Person will be so appointed unless previously approved by Noteholders of at least a majority of the aggregate principal amount of outstanding Notes. A trust corporation will at all times be a Trustee and may be the sole Trustee. Any appointment of a new Trustee will be notified by the Issuer to the Noteholders in accordance with Condition 16 as soon as practicable.

18.2 Retirement and Removal

Any Trustee may retire at any time on giving not less than sixty (60) days prior notice in writing to the Issuer without giving any reason and without being responsible for any costs occasioned by such retirement and the Noteholders may by Extraordinary Resolution remove any Trustee provided that the retirement or removal of any sole trustee or sole trust corporation will not become effective until a trust corporation is appointed as successor Trustee. If a sole trustee or sole trust corporation gives notice of retirement or an Extraordinary Resolution is passed for its removal under this Clause, the Issuer will use all reasonable endeavours to procure that another trust corporation be appointed as Trustee, but if the Issuer has failed to do so within sixty (60) days of such notice being given or since the date of such Extraordinary Resolution, the Trustee may (at the Issuer's sole expense) exercise the power of appointing a successor trustee.

18.3 Co-Trustees

The Trustee may, despite Clause 18.1, by notice in writing to the Issuer appoint anyone to act as an additional Trustee jointly with the Trustee:

- 18.3.1 if the Trustee considers such appointment to be in the interests of the Noteholders;
- 18.3.2 for the purpose of conforming with any legal requirement, restriction or condition in any jurisdiction in which any particular act is to be performed; or
- 18.3.3 for the purpose of obtaining a judgment in any jurisdiction or the enforcement in any jurisdiction against the Issuer of either a judgment already obtained or any of the provisions of this Trust Deed.

Subject to the provisions of this Trust Deed the Trustee may confer on any person so appointed such functions as it thinks fit. The Trustee may by notice in writing to the Issuer and such person remove any person so appointed. Such reasonable remuneration as the Trustee may pay to any such person, together with any attributable Losses incurred by it in performing its function as such separate trustee or co-trustee, shall for the purposes of this Trust Deed be treated as Losses incurred by the Trustee. At the request of the Trustee, the Issuer will do all things as may be required to perfect such appointment or removal and irrevocably appoints the Trustee to be their attorney in their name and on their behalf to do so.

18.4 Competence of a Majority of Trustees

If there are more than two Trustees appointed hereunder the majority of such Trustees will (provided such majority includes a trust corporation) be competent to carry out all or any of the Trustee's functions under this Trust Deed.

NOTES HELD IN CLEARING SYSTEMS AND COUPONHOLDERS

19.1 Notes Held in Clearing Systems

So long as any Global Note is, or any Notes represented by a Global Note are, held on behalf of a clearing system, in considering the interests of Noteholders, the Trustee may have regard to any information provided to it by such clearing system or its operator as to the identity (either individually or by category) of its accountholders or participants with entitlements to any such Global Note and may consider such interests on the basis that such accountholders or participants were the holder(s) thereof.

Currency Indemnity

20.1 Currency of Account and Payment:

The U.S. dollar (the "**Contractual Currency**") is the sole currency of account and payment for all sums payable by the Issuer under or in connection with this Trust Deed and the Notes, including damages, other than in relation to payments to the Trustee (i) pursuant to Clause 12.1 for which the Contractual Currency is the currency of payment as specified

in such letter referred to in Clause 12.1 and (ii) pursuant to Clauses 12.2 to 12.6 inclusive for which the Contractual Currency shall be the currency of payment as agreed between the Issuer and the Trustee.

20.2 Extent of discharge:

An amount received or recovered in a currency other than the Contractual Currency (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the insolvency, winding-up or dissolution of the Issuer, the Guarantor, or otherwise), by the Trustee or any Noteholder in respect of any sum expressed to be due to it from the Issuer or the Guarantor will only discharge the Issuer or the Guarantor to the extent of the Contractual Currency amount which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so).

20.3 Indemnity:

If that Contractual Currency amount is less than the Contractual Currency amount expressed to be due to the recipient under this Trust Deed or the Notes, the Issuer and the Guarantor will indemnify it against any loss sustained by it as a result. In any event, the Issuer and the Guarantor will indemnify the recipient against the cost of making any purchase.

20.4 Indemnity separate:

The indemnities in this Clause 20 and in Clause 12.5 constitute separate and independent obligations from the other obligations in this Trust Deed, will give rise to a separate and independent cause of action, will apply irrespective of any indulgence granted by the Trustee and/or any Noteholder and will continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under this Trust Deed and/or the Notes or any other judgment or order.

Communications

Any communication shall be by letter delivered personally or facsimile transmission in the English language:

in the case of the Issuer and the Guarantor, to it at:

~~— Randall & Quilter Investment~~ R&Q Insurance Holdings Ltd.

~~—~~ 71 Fenchurch Street

London

EC3M 4BS

Email: ~~secretariat@rqih.com,~~ copied to
~~Beverley.murphy~~ daivd.gormley@rqih.com

Attention: _ Company Secretary

in the case of the Trustee, to it at:

—Deutsche Trustee Company Limited

Winchester House

1 Great Winchester Street

London EC2N 2DB

Fax no: _ +44 20 7547 1089

Attention: _ Managing Director

Any such communication will take effect, in the case of delivery, at the time of delivery or, in the case of facsimile transmission, at the time of despatch.

In no event shall the Trustee be liable for any Losses arising to the Trustee receiving or transmitting any data from the Issuer or its Authorised Person via any non-secure method of transmission or communication, such as, but without limitation, by facsimile or email, unless such Losses arise as a result of the failure of communications systems operated by the Trustee.

The Issuer and the Guarantor each accepts that some methods of communication are not secure and the Trustee shall incur no liability for receiving, and the Issuer and the Guarantor shall indemnify the Trustee in respect of, Instructions via any such non-secure method, unless such Losses arise as a result of the failure of communications systems operated by the Trustee. The Trustee is authorised to comply with and rely upon any such notice, Instructions or other communications believed by it to have been sent or given by an Authorised Person. The Issuer or the Guarantor, as the case may be, shall use all reasonable endeavours to ensure that Instructions transmitted to the Trustee pursuant to this Trust Deed are complete and correct. Any Instructions shall be conclusively deemed to be valid instructions from the Issuer or the Guarantor, as the case may be, to the Trustee for the purposes of this Trust Deed. _Waiver of Trial by Jury

WITHOUT PREJUDICE TO CLAUSE 23.2, THE ISSUER, THE GUARANTOR AND THE TRUSTEE EACH WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION IN CONNECTION WITH THIS TRUST DEED. THIS CLAUSE MAY BE FILED AS A WRITTEN CONSENT TO A BENCH TRIAL.

Governing Law and Jurisdiction

22.1 Governing Law

This Trust Deed, and any non-contractual obligations arising out of or in connection with it, shall be governed by, and construed in accordance with, English law.

22.2 Jurisdiction

The courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Trust Deed and the Notes and accordingly any legal action or proceedings arising out of or in connection with this Trust Deed or the Notes (“**Proceedings**”) may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of such courts and waives any objections to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is for the benefit of each of the Trustee and the Noteholders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

22.3 Service of Process

The Issuer and the Guarantor each irrevocably appoints R&Q Central Services Limited at its registered office for the time being at 71 Fenchurch Street (Ground Floor), London, United Kingdom EC3M 4BS to receive, for it and on its behalf, service of process in any Proceedings in England. Such service shall be deemed completed on delivery to such process agent (whether or not it is forwarded to and received by the Issuer). If for any reason such process agent ceases to be able to act as such or no longer has an address in England, the Issuer and the Guarantor each irrevocably agree to appoint a substitute process agent acceptable to the Trustee and shall immediately notify the Trustee of such appointment. Nothing shall affect the right to serve process in any other manner permitted by law.

Counterparts

This Trust Deed and any Trust Deed supplemental hereto may be executed and delivered in any number of counterparts, all of which, taken together, shall constitute one and the same deed and any party to this Trust Deed or any Trust Deed supplemental hereto may enter into the same by executing and delivering a counterpart. Delivery of an executed counterpart of a signature page to this Trust Deed by facsimile or other electronic transmission (e.g., a “pdf” or “tif” sent by e-mail) shall be effective as delivery of a manually executed counterpart thereof.

Contracts (Rights of Third Parties) Act 1999

A Person who is not a party to this Trust Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Trust Deed except and to the extent (if any) that this Trust Deed expressly provides for such Act to apply to any of its terms. The parties to this Trust Deed shall have the right to amend, vary or rescind any provision of this Trust Deed without the consent of any such third party.

Joint and Several Obligations

All obligations of the Issuer and the Guarantor under this Trust Deed are joint and several.

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IN WITNESS whereof this Trust Deed has been executed as a deed by the Issuer, the Guarantor and the Trustee and delivered on the date first stated on page 1.

Schedule 1

Form of Definitive Notes

On the front:

Common Code: 192695627

ISIN: XS1926956274

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR ANY SECURITIES LAWS OF ANY STATE OF ~~THE~~THE UNITED STATES OR ANY OTHER JURISDICTION AND MAY NOT BE OFFERED, SOLD, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT AS SET FORTH BELOW.

EACH PURCHASER OF THE NOTE EVIDENCED HEREBY IS HEREBY NOTIFIED THAT THE SELLER MAY BE RELYING ON AN EXEMPTION FROM ~~THE~~THE PROVISIONS OF SECTION 5 OF ~~THE~~THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER (“**RULE 144A**”) OR ANOTHER EXEMPTION THEREUNDER. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144A OR RULE 144 UNDER THE SECURITIES ACT FOR RESALE OF THIS NOTE.

BY ITS ACQUISITION HEREOF OR A BENEFICIAL INTEREST HEREIN, THE HOLDER:

(1) REPRESENTS FOR THE BENEFIT OF THE ISSUER THAT IT IS A “QUALIFIED INSTITUTIONAL BUYER” (AS DEFINED IN RULE 144A) AND ACQUIRING THIS NOTE FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER;

(2) AGREES FOR THE BENEFIT OF THE ISSUER THAT IT WILL OFFER, SELL, RESELL, ~~-~~PLEDGE OR OTHERWISE TRANSFER THIS NOTE ONLY (~~A~~A) TO THE ISSUER, (~~B~~B) IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT TO A PERSON THAT THE HOLDER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, WHOM THE HOLDER HAS INFORMED, IN EACH CASE, THAT THE REOFFER, RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, OR (~~C~~C) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE); AND

(3) AGREES, FOR THE BENEFIT OF THE ISSUER THAT IT WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER FROM IT OF THE NOTE EVIDENCED HEREBY OF ~~THE~~THE RESALE RESTRICTIONS SET FORTH IN CLAUSE (2) ABOVE.

IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE REGISTRAR AND TRANSFER AGENT SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH TRANSFER AGENT MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.

Randall & Quilter Investment

R&Q Insurance Holdings Ltd.

(incorporated under the laws of Bermuda)

**U.S.\$70,000,000 SENIOR UNSECURED GUARANTEED FLOATING RATE NOTES
DUE 2028**

guaranteed by

~~Accredited Holding Corporation~~

Randall & Quilter America Holdings Inc.

(incorporated in the State of ~~Florida~~Delaware in the United States of America)

The Notes represented by this certificate form part of a series designated as specified in the title (the “Notes”) of ~~Randall & Quilter Investment~~R&Q Insurance Holdings Ltd. (the “Issuer”) and guaranteed by ~~Accredited Holding Corporation~~Randall & Quilter America Holdings Inc. (the “Guarantor”). The Notes are constituted by a trust deed originally dated ~~—20~~20 December ~~2028~~2018 as amended on 27 March 2019, amended and restated on 30 March 2021 and as amended and restated on 2023 (the “Trust Deed”) among the Issuer, the Guarantor, and Deutsche Trustee Company Limited (the “Trustee”). The Notes are subject to, and have the benefit of, that Trust Deed and the terms and conditions (the “Conditions”) endorsed hereon. Terms defined in the Trust Deed have the same meanings when used herein.

The Issuer hereby certifies that _____ of _____ is, at the date hereof, entered in the register of Noteholders as the holder of Notes in the principal amount of USD _____. For value received, the Issuer promises to pay the Person who appears at the relevant time on the register of Noteholders as holder of the Notes in respect of which this Note is issued such principal amount as shall become due and payable from time to time in respect of such principal amount of the Notes and otherwise to comply with the Conditions.

Interest at rates determined in accordance with the said Conditions is payable on the said principal sum three-monthly in arrear on 31 March, 30 June, 30 September and 31 December in each year, subject to and in accordance with the said Conditions and the provisions of the Trust Deed.

The statements set forth in the legend above are an integral part of the Note or Notes in respect of which this certificate is issued and by acceptance thereof each holder agrees to be subject to and bound by the terms and provisions set forth in such legend.

This definitive registered Note is evidence of entitlement only. Title to the Notes passes only in accordance with Condition 3(c) and only on due registration on the register of Noteholders and only the duly registered holder is entitled to payments in respect of this definitive registered Note.

This definitive registered Note shall not be valid for any purpose until authenticated by or on behalf of the Registrar.

This definitive registered Note, and any non-contractual obligations arising out of or in connection with it, shall be governed by, and shall be construed in accordance with, English law.

The Issuer is a going concern and can in all circumstances be reasonably expected to meet its commitments under this Note.

Issued as of _____ [insert date]

~~**RANDALL & QUILTER INVESTMENT HOLDINGS LTD.**~~

R&Q INSURANCE HOLDINGS LTD

By: _____

Name: _____

Title: Director _____

~~**ACCREDITED HOLDING CORPORATION**~~

RANDALL & QUILTER AMERICA HOLDINGS INC.

By: _____

Name: _____

Title: _____

Certificate of Authentication

Certified by or on behalf of the Registrar that the above-named holder is at the date hereof entered in the register of Noteholders as holder of the above-mentioned principal amount of Notes.

DEUTSCHE BANK LUXEMBOURG S.A.

(as Registrar) (without warranty, recourse or liability)

By: _____

Name: _____

Title: _____

On the back:

[The Terms and Conditions of the Notes will be inserted]

|

FORM OF TRANSFER

FOR VALUE RECEIVED the undersigned hereby

transfers to []

[]

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF TRANSFEREE)

U.S.\$ [] principal amount of the Note(s) in respect of which this definitive Note is issued, and all rights under it or them, and irrevocably constitutes and appoints [] as attorney to transfer such principal amount on the books kept for registration thereof, with full power of substitution.

Dated []

Signed [] Certifying
Signature

Note:

- (i) ~~(i)~~ The signature to this transfer must correspond with the name as it appears on the face of this Note.
- (ii) ~~(ii)~~ A representative of the registered Noteholder should state the capacity in which he signs e.g. executor.
- (iii) ~~(iii)~~ The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered Noteholder or be certified by a recognised bank, notary public or in such other manner as the relevant Paying and Transfer Agent may require.

SCHEDULE 2
FORM OF GLOBAL NOTE

COMMON CODE

Schedule 2

FORM OF GLOBAL NOTE

COMMON CODE: 192695627

ISIN: XS1926956274

THIS IS A GLOBAL NOTE WITHIN THE MEANING OF THE TRUST DEED REFERRED TO HEREINAFTER.

THE NOTE EVIDENCED HEREBY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY SECURITIES LAWS OF ANY STATE OF ~~THE~~THE UNITED STATES OR ANY OTHER JURISDICTION AND MAY NOT BE OFFERED, SOLD, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT AS SET FORTH BELOW.

EACH PURCHASER OF THE NOTE EVIDENCED HEREBY IS HEREBY NOTIFIED THAT THE SELLER MAY BE RELYING ON AN EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER ("**RULE 144A**") OR ANOTHER EXEMPTION THEREUNDER. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144A OR RULE 144 UNDER THE SECURITIES ACT FOR RESALE OF THE NOTE EVIDENCED HEREBY

BY ITS ACQUISITION HEREOF OR A BENEFICIAL INTEREST HEREIN, THE ~~ACQUIRER:~~ACQUIRER:

(1) REPRESENTS FOR THE BENEFIT OF THE ISSUER THAT IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A) AND ACQUIRING THE NOTE EVIDENCED HEREBY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER;

(2) AGREES FOR THE BENEFIT OF THE ISSUER THAT IT WILL OFFER, SELL, RESELL, ~~-~~PLEDGE OR OTHERWISE TRANSFER THE NOTE EVIDENCED HEREBY ONLY (AA) TO THE ISSUER, (BB) IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT TO A PERSON THAT THE HOLDER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A

PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, WHOM THE HOLDER HAS INFORMED, IN EACH CASE, THAT THE REOFFER, RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, OR (C) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE) AND

(3) AGREES, FOR THE BENEFIT OF THE ISSUER THAT IT WILL, AND EACH SUBSEQUENT ACQUIRER IS REQUIRED TO, NOTIFY ANY PURCHASER FROM IT OF THE NOTE EVIDENCED HEREBY OF ~~THE~~THE RESALE RESTRICTIONS SET FORTH IN CLAUSE (2) ABOVE.

~~RANDALL & QUILTER INVESTMENT HOLDINGS LTD.~~

RANDALL & QUILTER INVESTMENT HOLDINGS LTD.

(incorporated under the laws of Bermuda with registered office in Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda and registered with the Companies' Register of Bermuda number 47341)

**USD70,000,000 SENIOR UNSECURED GUARANTEED FLOATING RATE NOTES
DUE 2028**

guaranteed by

~~ACCREDITED HOLDING CORPORATION~~

ACCREDITED HOLDING CORPORATION

(incorporated in the State of Florida in the United States of America)

The Notes in respect of which this Global Note is issued and is designated as specified in the title (the "Notes") of **Randal & Quilter Investment Holdings Ltd.** (the "Issuer") and guaranteed by Accredited Holding Corporation (the "Guarantor").

The Issuer hereby certifies that, **BT Globenet Nominees Limited** is, at the date hereof, entered in the register of Noteholders as the holder of Notes in the principal amount of

USD70,000,000

(Seventy Million U.S. Dollars)

or such other amount as is shown on the register of Noteholders as being represented by this Global Note. For value received, the Issuer promises to pay the Person whose name is entered on the register of Noteholders as holder of the Notes in respect of which this Global Note is issued at the close of business on the Clearing System Business Day immediately prior to the date for payment, such principal amount as shall become due and payable from time to time in respect of such principal amount of the Notes and otherwise to comply with the Conditions referred to below where "Clearing System Business Day" means Monday to Friday inclusive except 25 December and 1 January. The Issuer promises to pay interest quarterly in arrear on March 31st, June 30th, September 30th and December 31st at the rate or rates set forth in the Conditions (as defined below).

The Notes are constituted by a Trust Deed dated ____ December 2018 (the "**Trust Deed**") between the Issuer, the Guarantor, and Deutsche Trustee Company Limited as trustee (the "**Trustee**") and are subject to the Trust Deed and the terms and conditions (the "**Conditions**") set out in Schedule 4 to the Trust Deed, as modified by the provisions

of this Global Note. Terms defined in the Trust Deed have the same meaning when used herein.

This Global Note is evidence of entitlement only.

Notes represented by this Global Note are exchangeable and transferable only in accordance with, and subject to, the provisions hereof, Condition 3(c) and the rules and operating procedures of [Euroclear Bank S.A./N.V. (**Euroclear**) and Clearstream Banking, société anonyme (**Clearstream, Luxembourg**).

Exchange

Owners of beneficial interests in the Notes in respect of which this Global Note is issued will be entitled to have title to the Notes registered in their names and to receive individual definitive registered Notes if Euroclear or Clearstream, Luxembourg (or any other clearing system as shall have been designated by the Issuer and approved by the Trustee on behalf of which the Notes evidenced by this Global Note may be held) is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so.

In such circumstances, the Issuer will cause sufficient individual definitive registered Notes to be executed and delivered to the Registrar for completion, authentication and despatch to the relevant Noteholders within 60 days of the occurrence of the relevant event. A Person with an interest in the Notes represented by this Global Note must provide the Registrar with (i) a written order containing instructions and other such information as the Issuer and the Registrar may require to complete, execute and deliver such individual definitive registered Notes and (ii) a certificate to the effect that such Person is not transferring its interest in this Global Note.

Until the exchange of the whole of this Global Note as aforesaid, the registered holder hereof shall in all respects be entitled to the same benefits as if he were the registered holder of Definitive Notes in the form set out in Schedule 1 to the Trust Deed.

The Conditions are modified as follows in so far as they apply to the Notes represented by this Global Note as issued.

The statements set out in the legend above are an integral part of the Note or Notes in respect of which this Global Note is issued and by acceptance hereof each holder or beneficial owner of the Notes evidenced by this Global Note or any owner of an interest in such Notes agrees to be subject to and bound by the terms of such legend.

Meetings

The holder hereof shall be treated as having one vote in respect of each USD1.00 in principal amount of Notes represented by this Global Note. The holder hereof or any proxy appointed by it shall be treated as one Person for the purposes of quorums for meetings. The Trustee may allow to attend and speak (but not to vote) at any meeting of Noteholders any accountholder (or the representative of any such Person) of a clearing system with an interest in the Notes represented by this Global Note on confirmation of entitlement and proof of his identity.

Redemption at the Option of the Issuer

The options of the Issuer provided for in Condition 5(b) and 5(c) shall be exercised by the Issuer giving notice to the Noteholders within the time limits set out in, and containing the information required by, the relevant Condition.

Trustee's Powers

In considering the interests of Noteholders the Trustee may, to the extent it considers it appropriate to do so in the circumstances, (a) have regard to such information as may have been made available to it by or on behalf of the relevant clearing system or its operator as to the identity of its accountholders (either individually or by way of category) with entitlements in respect of Notes and (b) consider such interests on the basis that such accountholders were the holders of the Notes represented by this Global Note.

Enforcement

For the purposes of enforcement of the provisions of the Trust Deed against the Trustee, the persons named in a certificate of the holder of the Notes represented by this Global Note shall be recognised as the beneficiaries of the trusts set out in the Trust Deed to the extent of the principal amount of their interest in the Notes set out in the certificate of the holder as if they were themselves the holders of Notes in such principal amounts.

Purchase and Cancellation

[Cancellation of any Note following its purchase will be effected by reduction in the principal amount of the Notes in the Register.](#)

Cancellation of any Note following its purchase will be effected by reduction in the principal amount of the Notes in the Register.

~~Cancellation of any Note following its purchase will be effected by reduction in the principal amount of the Notes in the Register.~~

For so long as all of the Notes are represented by this Global Note and this Global Note is held on behalf of Euroclear and/or Clearstream, Luxembourg, the option of the Noteholders provided for in Condition 5(e) may be exercised by an accountholder giving notice to the Principal Paying and Transfer Agent in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instructions by Euroclear or Clearstream, Luxembourg or any common depositary for them to the Principal Paying and Transfer Agent by electronic means) of the principal amount of the Notes in respect of which such option is exercised and at the same time presenting or procuring the presentation of this Global Note to the Principal Paying and Transfer Agent for notation accordingly within the time limits set forth in that Condition.

References herein to Euroclear and/or Clearstream, Luxembourg shall be deemed to include references to any other clearing system approved by the Trustee.

No rights are conferred on any Person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Global Note but this does not affect any right or remedy of any Person which exists or is available apart from that Act.

Notices

So long as Notes are represented by this Global Note and this Global Note is held on behalf of Euroclear or Clearstream, Luxembourg, notices to the holders of such Notes may be given by delivery of the relevant notice to the relevant clearing system for communication by it to entitled accountholders in substitution for notification, as required by the Conditions. Any such notice shall be deemed to have been given to the Noteholders on the day on which such notice is delivered to Euroclear and/or Clearstream, Luxembourg (as the case may be) as aforesaid.

Whilst any Notes held by a Noteholder are represented by this Global Note, notices to be given by such Noteholder may be given by such Noteholder to the Principal Paying and Transfer Agent through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such a manner as the Principal Paying and Transfer Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

This Global Note shall not be valid for any purpose until authenticated by or on behalf of the Registrar.

This Global Note, and any non-contractual obligations arising out of or in connection with it, shall be governed by, and shall be construed in accordance with, English law.

This Global Note may be executed and delivered in any number of counterparts, all of which, taken together, shall constitute one and the same Global Note and any party to this Global Note may enter into the same by executing and delivering a counterpart. Delivery of an executed counterpart of a signature page to this Global Note by facsimile or other electronic transmission (e.g., a "pdf" or "tif" sent by e-mail) shall be effective as delivery of a manually executed counterpart thereof.

In Witness whereof the Issuer has caused this Global Note to be signed on its behalf.

Dated _____ 20__

~~**RANDALL & QUILTER INVESTMENT HOLDINGS LTD.**~~

RANDALL & QUILTER INVESTMENT HOLDINGS LTD.

By: _____

Name: _____

Title: Director _____

ACCREDITED HOLDING CORPORATION

By: _____

Name: _____

Title: _____

Certificate of Authentication

Certified that the above-named holder is at the date hereof entered in the register of Noteholders as holder of the above-mentioned principal amount of Notes.

DEUTSCHE BANK LUXEMBOURG S.A.

(as Registrar) (without warranty, recourse or liability)

By: _____

Name: _____

Title: _____

[Signature Page to Global Note]

Schedule 3

Provisions for meetings of Noteholders

DEFINITIONS

1 As used in this Schedule the following expressions shall have the following meanings unless the context otherwise requires:

Block Voting Instruction means an English language document issued by a Paying and Transfer Agent in which:

- (a) it is certified that on the date thereof Notes represented by the Global Note or Definitive Notes which are held in an account with any Clearing System (in each case not being Notes in respect of which a Voting Certificate has been issued and is outstanding in respect of the meeting specified in such Block Voting Instruction) are blocked in an account with a Clearing System and that no such Notes will cease to be so blocked until the first to occur of:
 - (1) ~~(1)~~—the conclusion of the meeting specified in such Block Voting Instruction; and
 - (2) ~~(2)~~—the Notes ceasing with the agreement of the Paying and Transfer Agent to be so blocked and the giving of notice by the Paying and Transfer Agent to the Issuer in accordance with paragraph 3(E) of the necessary amendment to the Block Voting Instruction;
- (b) it is certified that each holder of such Notes has instructed such Paying and Transfer Agent that the vote(s) attributable to the Notes so blocked should be cast in a particular way in relation to the resolution(s) to be put to such meeting and that all such instructions are, during the period commencing 48 Hours prior to the time for which such meeting is convened and ending at the conclusion or adjournment thereof, neither revocable nor capable of amendment;
- (c) the aggregate principal amount of the Notes so deposited or held or blocked is listed distinguishing with regard to each such resolution between those in respect of which instructions have been given that the votes attributable thereto should be cast in favour of the resolution and those in respect of which instructions have been so given that the votes attributable thereto should be cast against the resolution; and
- (d) one or more persons named in such Block Voting Instruction (each hereinafter called a **proxy**) is or are authorised and instructed by such Paying and Transfer Agent to cast the votes attributable to the Notes so listed in accordance with the instructions referred to in (c) above as set out in such Block Voting Instruction;

Clearing System means Euroclear and/or Clearstream, Luxembourg and includes in respect of any Note any clearing system on behalf of which such Note is held or

which is the holder or (directly or through a nominee) registered owner of a Note, in either case whether alone or jointly with any other Clearing System(s). For the avoidance of doubt, the provisions of subclause 1.2.9 shall apply to this definition;

Eligible Person means any one of the following persons who shall be entitled to attend and vote at a meeting:

- (e) a holder of a Note in definitive form which is not held in an account with any Clearing System;
- (f) a bearer of any Voting Certificate;
- (g) a proxy specified in any Block Voting Instruction; and
- (h) a proxy appointed by a holder of a Note in definitive form which is not held in an account with any Clearing System;

Extraordinary Resolution means:

- (i) a resolution passed at a meeting duly convened and held in accordance with this Trust Deed by a majority consisting of not less than sixty-six and two-thirds ($66 \frac{2}{3}$) per cent. of the Eligible Persons voting thereat upon a show of hands or, if a poll is duly demanded, by a majority consisting of not less than sixty-six and two-thirds ($66 \frac{2}{3}$) per cent. of the votes cast on such poll; or
- (j) a resolution in writing signed by or on behalf of sixty-six and two-thirds ($66 \frac{2}{3}$) per cent. in principal amount of the Notes which resolution may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the holders;

Ordinary Resolution means:

- (k) a resolution passed at a meeting duly convened and held in accordance with this Trust Deed by a clear majority of the Eligible Persons voting thereat on a show of hands or, if a poll is duly demanded, by a simple majority of the votes cast on such poll; or
- (l) a resolution in writing signed by or on behalf of the holders of not less than a clear majority in principal amount of the Notes, which resolution may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the holders;

Voting Certificate means an English language certificate issued by a Paying and Transfer Agent in which it is stated:

- (m) that on the date thereof Notes represented by the Global Note or Definitive Notes which are held in an account with any Clearing System (in each case not being Notes in respect of which a Block Voting Instruction has been issued and is outstanding in respect of the meeting specified in such Voting

Certificate) are blocked in an account with a Clearing System and that no such Notes will cease to be so blocked until the first to occur of:

- (1) ~~(1)~~—the conclusion of the meeting specified in such Voting Certificate; and
 - (2) ~~(2)~~—the surrender of the Voting Certificate to the Paying and Transfer Agent who issued the same; and
- (n) that the bearer thereof is entitled to attend and vote at such meeting in respect of the Notes represented by such Voting Certificate;

24 Hours means a period of 24 hours including all or part of a day upon which banks are open for business in both the place where the relevant meeting is to be held and in each of the places where the Paying and Transfer Agents have their specified offices (disregarding for this purpose the day upon which such meeting is to be held) and such period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included as aforesaid all or part of a day upon which banks are open for business in all of the places as aforesaid; and

48 Hours means a period of 48 hours including all or part of two days upon which banks are open for business both in the place where the relevant meeting is to be held and in each of the places where the Paying and Transfer Agents have their specified offices (disregarding for this purpose the day upon which such meeting is to be held) and such period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included as aforesaid all or part of two days upon which banks are open for business in all of the places as aforesaid.

For the purposes of calculating a period of **Clear Days** in relation to a meeting, no account shall be taken of the day on which the notice of such meeting is given (or, in the case of an adjourned meeting, the day on which the meeting to be adjourned is held) or the day on which such meeting is held.

All references in this Schedule to a "meeting" shall, where the context so permits, include any relevant adjourned meeting.

EVIDENCE OF ENTITLEMENT TO ATTEND AND VOTE

- 2 A holder of a Note represented by the Global Note or a Definitive Note which is held in an account with any Clearing System may require the issue by a Paying and Transfer Agent of Voting Certificates and Block Voting Instructions in accordance with the terms of paragraph 3.

For the purposes of paragraph 3, the Principal Paying and Transfer Agent and each Paying and Transfer Agent shall be entitled to rely, without further enquiry, on any information or instructions received from a Clearing System and shall have no liability to any holder or other Person for any loss, damage, cost, claim or other liability occasioned by its acting in reliance thereon, nor for any failure by a Clearing System to deliver information or instructions to the Principal Paying and Transfer Agent or any Paying and Transfer Agent.

The holder of any Voting Certificate or the proxies named in any Block Voting Instruction shall for all purposes in connection with the relevant meeting be deemed to be the holder of the Notes to which such Voting Certificate or Block Voting Instruction relates.

PROCEDURE FOR ISSUE OF VOTING CERTIFICATES, BLOCK VOTING INSTRUCTIONS AND PROXIES

3 (A) *Global Note and Definitive Notes held in a Clearing System - Voting Certificate*

A holder of a Note (not being a Note in respect of which instructions have been given to the Principal Paying and Transfer Agent in accordance with paragraph 3(B)) represented by the Global Note or which is in definitive form and is held in an account with any Clearing System may procure the delivery of a Voting Certificate in respect of such Note by giving notice to the Clearing System through which such holder's interest in the Note is held specifying by name a Person (an **Identified Person**) (which need not be the holder himself) to collect the Voting Certificate and attend and vote at the meeting. The relevant Voting Certificate will be made available at or shortly prior to the commencement of the meeting by the Principal Paying and Transfer Agent against presentation by such Identified Person of the form of identification previously notified by such holder to the Clearing System. The Clearing System may prescribe forms of identification (including, without limitation, a passport or driving licence) which it deems appropriate for these purposes. Subject to receipt by the Principal Paying and Transfer Agent from the Clearing System, no later than 24 Hours prior to the time for which such meeting is convened, of notification of the principal amount of the Notes to be represented by any such Voting Certificate and the form of identification against presentation of which such Voting Certificate should be released, the Principal Paying and Transfer Agent shall, without any obligation to make further enquiry, make available Voting Certificates against presentation of the form of identification corresponding to that notified.

(B) *Global Note and Definitive Notes held in a Clearing System - Block Voting Instruction*

A holder of a Note (not being a Note in respect of which a Voting Certificate has been issued) represented by the Global Note or which is in definitive form and is held in an account with any Clearing System may require the Principal Paying and Transfer Agent to issue a Block Voting Instruction in respect of such Note by first instructing the Clearing System through which such holder's interest in the Note is held to procure that the votes attributable to such Note should be cast at the meeting in a particular way in relation to the resolution or resolutions to be put to the meeting. Any such instruction shall be given in accordance with the rules of the Clearing System then in effect. Subject to receipt by the Principal Paying and Transfer Agent of instructions from the Clearing System, no later than 24 Hours prior to the time for which such meeting is convened, of notification of the principal amount of the Notes in respect of which instructions have

been given and the manner in which the votes attributable to such Notes should be cast, the Principal Paying and Transfer Agent shall, without any obligation to make further enquiry, appoint a proxy to attend the meeting and cast votes in accordance with such instructions.

- (C) *Definitive Notes not held in a Clearing System - appointment of proxy*
- (i) ~~(i)~~—A holder of Notes in definitive form and not held in an account with any Clearing System may, by an instrument in writing in the English language (a **form of proxy**) signed by the holder or, in the case of a corporation, executed under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation and delivered to the specified office of the Registrar or any Paying and Transfer Agent not less than 48 Hours before the time fixed for the relevant meeting, appoint any person (a **proxy**) to act on his or its behalf in connection with any meeting.
 - (ii) ~~(ii)~~—Any proxy appointed pursuant to subparagraph (i) above shall so long as such appointment remains in force be deemed, for all purposes in connection with the relevant meeting, to be the holder of the Notes to which such appointment relates and the holders of the Notes shall be deemed for such purposes not to be the holder.
- (D) Each Block Voting Instruction, together (if so requested by the Trustee) with proof satisfactory to the Trustee of its due execution on behalf of the relevant Paying and Transfer Agent, and each form of proxy shall be deposited by the relevant Paying and Transfer Agent or (as the case may be) by the Registrar at such place as the Trustee shall approve not less than 24 Hours before the time appointed for holding the meeting at which the proxy or proxies named in the Block Voting Instruction or form of proxy proposes to vote, and in default the Block Voting Instruction or form of proxy shall not be treated as valid unless the Chairman of the meeting decides otherwise before such meeting proceeds to business. A copy of each Block Voting Instruction and form of proxy shall be deposited with the Trustee before the commencement of the meeting but the Trustee shall not thereby be obliged to investigate or be concerned with the validity of or the authority of the proxy or proxies named in any such Block Voting Instruction or form of proxy.
- (E) Any vote given in accordance with the terms of a Block Voting Instruction or form of proxy shall be valid notwithstanding the previous revocation or amendment of the Block Voting Instruction or form of proxy or of any of the instructions of the relevant holder or the relevant Clearing System (as the case may be) pursuant to which it was executed provided that no intimation in writing of such revocation or amendment has been received from the relevant Paying and Transfer Agent (in the case of a Block Voting Instruction) or from the holder thereof (in the case of a proxy appointed pursuant to paragraph 3(C)) by the Issuer at its registered office (or such other place as may have been required or approved by the Trustee for the purpose) by the time being 24 Hours (in the case of a Block Voting

Instruction) or 48 Hours (in the case of a proxy) before the time appointed for holding the meeting at which the Block Voting Instruction or form of proxy is to be used.

CONVENING OF MEETINGS, QUORUM AND ADJOURNED MEETINGS

- 4 The Issuer, the Guarantor or the Trustee may at any time, and the Issuer shall upon a requisition in writing in the English language signed by the holders of not less than ten per cent. in principal amount of the Notes for the time being outstanding, convene a meeting and if the Issuer makes default for a period of seven days in convening such a meeting the same may be convened by the Trustee or the requisitionists. Whenever the Issuer or the Guarantor is about to convene any such meeting the Issuer or the Guarantor, as the case may be, shall forthwith give notice in writing to the Trustee of the day, time and place thereof and of the nature of the business to be transacted thereat. Every such meeting shall be held at such time and place as the Trustee may appoint or approve in writing.
- 5 At least 21 Clear Days' notice specifying the place, day and hour of meeting shall be given to the holders prior to any meeting in the manner provided by Condition 16 (*Notices*). Such notice, which shall be in the English language, shall state generally the nature of the business to be transacted at the meeting thereby convened and, in the case of an Extraordinary Resolution, shall either specify in such notice the terms of such resolution or state fully the effect on the holders of such resolution, if passed. Such notice shall include statements as to the manner in which holders may arrange for Voting Certificates or Block Voting Instructions to be issued and, if applicable, appoint proxies. A copy of the notice shall be sent by post to the Trustee (unless the meeting is convened by the Trustee), to the Issuer (unless the meeting is convened by the Issuer) and to the Guarantor (unless the meeting is convened by the Guarantor).
- 6 A person (who may but need not be a holder) nominated in writing by the Trustee shall be entitled to take the chair at the relevant meeting, but if no such nomination is made or if at any meeting the person nominated shall not be present within 15 minutes after the time appointed for holding the meeting the holders present shall choose one of their number to be Chairman, failing which the Issuer may appoint a Chairman. The Chairman of an adjourned meeting need not be the same person as was Chairman of the meeting from which the adjournment took place.
- 7 At any such meeting one or more Eligible Persons present and holding or representing in the aggregate not less than one-twentieth of the principal amount of the Notes for the time being outstanding shall (except for the purpose of passing an Extraordinary Resolution) form a quorum for the transaction of business (including the passing of an Ordinary Resolution) and no business (other than the choosing of a Chairman) shall be transacted at any meeting unless the requisite quorum be present at the commencement of the relevant business. The quorum at any such meeting for passing an Extraordinary Resolution shall (subject as provided below) be one or more Eligible Persons present and holding or representing in the aggregate a clear majority in principal amount of the Notes for the time being outstanding PROVIDED THAT at any meeting the business of which includes any Reserved Matters (each of which shall, subject only to subclause 17.1 and subclause 17.2, only be capable of being effected after having been approved

- by Extraordinary Resolution) the quorum shall be one or more Eligible Persons present and holding or representing in the aggregate not less than two-thirds of the principal amount of the Notes for the time being outstanding.
- 8 If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairman may decide) after the time appointed for any such meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the transaction of the business (if any) for which a quorum is present, the meeting shall if convened upon the requisition of holders be dissolved. In any other case it shall stand adjourned to the same day in the next week (or if such day is a public holiday the next succeeding business day) at the same time and place (except in the case of a meeting at which an Extraordinary Resolution is to be proposed in which case it shall stand adjourned for such period, being not less than 13 Clear Days nor more than 42 Clear Days, and to such place as may be appointed by the Chairman either at or subsequent to such meeting and approved by the Trustee). If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairman may decide) after the time appointed for any adjourned meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the transaction of the business (if any) for which a quorum is present, the Chairman may either (with the approval of the Trustee) dissolve such meeting or adjourn the same for such period, being not less than 13 Clear Days (but without any maximum number of Clear Days), and to such place as may be appointed by the Chairman either at or subsequent to such adjourned meeting and approved by the Trustee, and the provisions of this sentence shall apply to all further adjourned such meetings.
- 9 At any adjourned meeting one or more Eligible Persons present (whatever the principal amount of the Notes so held or represented by them) shall (subject as provided below) form a quorum and shall have power to pass any resolution and to decide upon all matters which could properly have been dealt with at the meeting from which the adjournment took place had the requisite quorum been present PROVIDED THAT at any adjourned meeting the quorum for the transaction of business comprising any of the matters specified in the proviso to paragraph 7 shall be one or more Eligible Persons present and holding or representing in the aggregate not less than one-third of the principal amount of the Notes for the time being outstanding.
- 10 Notice of any adjourned meeting at which an Extraordinary Resolution is to be submitted shall be given in the same manner as notice of an original meeting but as if 10 were substituted for 21 in paragraph 5 and such notice shall state the required quorum. Subject as aforesaid it shall not be necessary to give any notice of an adjourned meeting.

CONDUCT OF BUSINESS AT MEETINGS

- 11 Every question submitted to a meeting shall be decided in the first instance by a show of hands. A poll may be demanded (before or on the declaration of the result of the show of hands) by the Chairman, the Issuer, the Guarantor, the Trustee or any Eligible Person (whatever the amount of the Notes so held or represented by him).

- 12 At any meeting, unless a poll is duly demanded, a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 13 Subject to paragraph 15, if at any such meeting a poll is so demanded it shall be taken in such manner and, subject as hereinafter provided, either at once or after an adjournment as the Chairman directs and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the motion on which the poll has been demanded.
- 14 The Chairman may, with the consent of (and shall if directed by) any such meeting, adjourn the same from time to time and from place to place; but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.
- 15 Any poll demanded at any such meeting on the election of a Chairman or on any question of adjournment shall be taken at the meeting without adjournment.
- 16 Any director or officer of the Trustee, its lawyers and financial advisors, any director or officer of the Issuer or, as the case may be, the Guarantor, their lawyers and financial advisors, any director or officer of any of the Paying and Transfer Agents and any other person authorised so to do by the Trustee may attend and speak at any meeting. Save as aforesaid, no person shall be entitled to attend and speak nor shall any person be entitled to vote at any meeting unless he is an Eligible Person. No person shall be entitled to vote at any meeting in respect of Notes which are deemed to be not outstanding by virtue of the proviso to the definition of "outstanding" in clause 1.
- 17 At any meeting, on a show of hands, every Eligible Person present shall have one vote. Without prejudice to the obligations of the proxies named in any Block Voting Instruction or form of proxy, any Eligible Person entitled to more than one vote need not use all of his votes or cast all the votes to which he is entitled in the same way.
- 18 The proxies named in any Block Voting Instruction or form of proxy need not be holders. Nothing herein shall prevent any of the proxies named in any Block Voting Instruction or form of proxy from being a director, officer or representative of or otherwise connected with the Issuer or the Guarantor.
- 19 A meeting shall in addition to the powers hereinbefore given have the following powers exercisable only by Extraordinary Resolution (subject to the provisions relating to quorum contained in paragraphs 7 and 9) namely:
- (a) Power to sanction any compromise or arrangement proposed to be made between the Issuer, the Guarantor, the Trustee, any Appointee and the holders or any of them.

- (b) Power to sanction any abrogation, modification, compromise or arrangement in respect of the rights of the Trustee, any Appointee, the holders, the Issuer or the Guarantor against any other or others of them or against any of their property whether such rights arise under this Trust Deed or otherwise.
- (c) Power to assent to any modification of the provisions of this Trust Deed, the Subordination Deed or the Agency Agreement which is proposed by the Issuer, the Guarantor, the Trustee or any holder.
- (d) Power to give any authority or sanction which under the provisions of this Trust Deed is required to be given by Extraordinary Resolution.
- (e) Power to appoint any persons (whether holders or not) as a committee or committees to represent the interests of the holders and to confer upon such committee or committees any powers or discretions which the holders could themselves exercise by Extraordinary Resolution.
- (f) Power to approve of a person to be appointed a trustee and power to remove any trustee or trustees for the time being of this Trust Deed.
- (g) Power to discharge or exonerate the Trustee and/or any Appointee from all liability in respect of any act or omission for which the Trustee and/or such Appointee may have become responsible under this Trust Deed.
- (h) Power to authorise the Trustee and/or any Appointee to concur in and execute and do all such deeds, instruments, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution.
- (i) Power to sanction any scheme or proposal for the exchange or sale of the Notes for or the conversion of the Notes into or the cancellation of the Notes in consideration of shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities as aforesaid and partly for or into or in consideration of cash and for the appointment of some person with power on behalf of the holders to execute an instrument of transfer of the Notes held by them in favour of the persons with or to whom the Notes are to be exchanged or sold respectively.
- (j) Power to approve the substitution of any entity for the Issuer and/or the Guarantor (or any previous substitute) as principal debtor and/or guarantor, as the case may be, under this Trust Deed.

20 Any resolution passed at a meeting of the holders duly convened and held in accordance with this Trust Deed shall be binding upon all the holders whether or not present or whether or not represented at such meeting and whether or not voting and each of them shall be bound to give effect thereto accordingly and the passing of any such resolution shall be conclusive evidence that the circumstances justify the passing thereof. Notice of the result of the voting on any resolution duly

considered by the holders shall be published in accordance with Condition 16 (*Notices*) by the Issuer within 14 days of such result being known, PROVIDED THAT the non-publication of such notice shall not invalidate such result.

21 Minutes of all resolutions and proceedings at every meeting shall be made and entered in books to be from time to time provided for that purpose by the Issuer and any such minutes as aforesaid, if purporting to be signed by the Chairman of the meeting at which such resolutions were passed or proceedings transacted, shall be conclusive evidence of the matters therein contained and, until the contrary is proved, every such meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed or proceedings transacted thereat to have been duly passed or transacted.

22 (A) If and whenever the Issuer has issued and has outstanding Notes of more than one series the foregoing provisions of this Schedule shall have effect subject to the following modifications:

(i) a resolution which in the opinion of the Trustee affects the Notes of only one series shall be deemed to have been duly passed if passed at a separate meeting of the holders of the Notes of that series;

(ii) a resolution which in the opinion of the Trustee affects the Notes of more than one series but does not give rise to a conflict of interest between the holders of Notes of any of the series so affected shall be deemed to have been duly passed if passed at a single meeting of the holders of the Notes of all the series so affected;

(iii) a resolution which in the opinion of the Trustee affects the Notes of more than one series and gives or may give rise to a conflict of interest between the holders of the Notes of one series or group of series so affected and the holders of the Notes of another series or group of series so affected shall be deemed to have been duly passed only if passed at separate meetings of the holders of the Notes of each series or group of series so affected; and

(iv) to all such meetings all the preceding provisions of this Schedule shall *mutatis mutandis* apply as though references therein to Notes and holders were references to the Notes of the series or group of series in question or to the holders of such Notes, as the case may be.

(B) If the Issuer has issued and has outstanding Notes which are not denominated in U.S. dollars, or in the case of any meeting of Notes of more than one currency, the principal amount of such Notes shall

(i) ~~(i)~~ for the purposes of paragraph 4, be the equivalent in U.S. dollars at the spot rate of a bank nominated by the Trustee for the conversion of the relevant currency or currencies into U.S. dollars on the seventh dealing day prior to the day on which the requisition in writing is received by the Issuer; and

- (ii) ~~(ii)~~ for the purposes of paragraphs 7, 9 and 17 (whether in respect of the meeting or any adjourned such meeting or any poll resulting therefrom), be the equivalent at such spot rate on the seventh dealing day prior to the day of such meeting.

In such circumstances, on any poll each person present shall have one vote for each U.S.\$1 (or such other U.S. dollar amount as the Trustee may in its absolute discretion stipulate) in principal amount of the Notes (converted as above) which he holds or represents.

- 23 Subject to all other provisions of this Trust Deed the Trustee may (after consultation with the Issuer and the Guarantor where the Trustee considers such consultation to be practicable but without the consent of the Issuer, the Guarantor or the holders) prescribe such further or alternative regulations regarding the requisitioning and/or the holding of meetings and attendance and voting thereat as the Trustee may in its sole discretion reasonably think fit (including, without limitation, the substitution for periods of 24 Hours and 48 Hours referred to in this Schedule of shorter periods). Such regulations may, without prejudice to the generality of the foregoing, reflect the practices and facilities of any relevant Clearing System. Notice of any such further or alternative regulations may, at the sole discretion of the Trustee, be given to holders in accordance with Condition 16 (*Notices*) at the time of service of any notice convening a meeting or at such other time as the Trustee may decide.

Schedule 4

Terms and Conditions of the Notes

The following are the terms and conditions of the Notes which will be endorsed on the Notes in definitive form (if issued).

The issue of the U.S.\$70,000,000 Senior Unsecured Floating Rate Notes due 2028 (the “**Notes**”, which expression shall in these Conditions, unless the context otherwise requires, include any further notes issued pursuant to Condition 18 and forming a single series with the Notes) of ~~RANDALL & QUILTER INVESTMENT~~R&Q INSURANCE HOLDINGS LTD., an exempted company duly organized and validly existing under the laws of Bermuda (the “**Issuer**”) and guaranteed by ~~ACCREDITED HOLDING CORPORATION~~RANDALL & QUILTER AMERICA HOLDINGS INC., a corporation duly organized and validly existing under the laws of the State of ~~Florida~~Delaware in the United States of America (the “**Guarantor**”), are constituted by a trust deed (the “**Trust Deed**”) dated on or about the Issue Date (as amended by a deed of amendment on 27 March 2019, as amended and restated on each of 30 March 2021 and as further amended and restated on the 2023 Restatement Date) entered into between the Issuer, the Guarantor and Deutsche Trustee Company Limited (the “**Trustee**”, which expression shall include all Persons for the time being the trustee or trustees under the Trust Deed) as trustee for the Noteholders (as defined below) of the Notes.

The statements set out in these Terms and Conditions (the “**Conditions**”) are summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the forms of the Notes. The Noteholders are entitled to the benefit of, and are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and are entitled to the benefit of, and are bound by, and deemed to have notice of those provisions applicable to them of (i) the Paying and Transfer Agency Agreement dated on or about the Issue Date amended and restated on 2023 Restatement Date (the “**Agency Agreement**”) relating to the Notes between the Issuer, the Guarantor, the Trustee, Deutsche Bank AG, London Branch (the “**Principal Paying and Transfer Agent**” and “**Agent Bank**”, which expression shall include any successor as Principal Paying and Transfer Agent or Agent Bank, as the case may be, under the Agency Agreement), the Paying and Transfer Agents for the time being (such Persons, together with the Principal Paying and Transfer Agent, being referred to below as the “**Paying and Transfer Agents**”, which expression shall include their successors as Paying and Transfer Agents under the Agency Agreement) and Deutsche Bank Luxembourg S.A., in its capacity as registrar (the “**Registrar**”, which expression shall include any successor as registrar under the Agency Agreement) and (ii) the Subordination Deed. By subscribing for, purchasing or otherwise acquiring any Notes, each Noteholder is deemed to have instructed and consented to the Trustee entering into the Subordination Deed on its behalf. Copies of the Trust Deed, the Agency Agreement and the Subordination Deed are available for inspection during normal business hours at the specified office for the time being of the Principal Paying and Transfer Agent.

Capitalised terms used but not defined in these Conditions shall have the meanings attributed to them in the Trust Deed unless the context otherwise requires or unless otherwise stated or defined in Condition 22.

1 ~~1~~ Form, Denomination

The Notes are in registered form, serially numbered, in principal amounts of U.S.\$100,000 and integral multiples of US\$1,000 in excess thereof (“**Authorised Denominations**”). On the Issue Date the Notes will initially be represented by the Global Note registered in the name of a nominee for, and deposited with a common depository for Euroclear and Clearstream, Luxembourg.

2 ~~2~~ Status of the Notes and Guarantee

(a) ~~(a)~~ The Notes

The Notes constitute Tier 3 Ancillary Capital of the Issuer and:

~~(i)~~ will at all times rank *pari passu* without any preference among themselves;

(i)

(ii) will at all times rank *pari passu* with all claims of holders of other unsecured and unsubordinated obligations of the Issuer and the Guarantor; (other than obligations required to be preferred by law) (the “**Parity Securities**”);

(iii) in accordance with the Subordination Deed, will at all times rank junior to all amounts owed to the Senior Finance Parties under the Senior Finance Documents;

(iv) will at all times rank senior to the claims of holders of subordinated obligations of the Issuer and the Guarantor expressed to be subordinated to the Notes (the “**Junior Securities**”);

(v) will at all times rank senior to the claims of holders of all classes of share capital of the Issuer and the Guarantor, claiming in their capacity as such, and

(vi) are contractually subordinated in right of payment to any existing and future liabilities of the Issuer’s subsidiaries (other than the Guarantor, which, for the avoidance of doubt, will at all times rank *pari passu* with all claims of holders of other obligations of the Guarantor) including liabilities owed to any policyholders of any Subsidiary of the Issuer (and, for the avoidance of doubt, the claims of policyholders shall

include all amounts to which any such policyholder would be entitled in its capacity as policyholder under any applicable legislation or rules relating to a bankruptcy or liquidation of insurance companies to reflect any right to receive, or expectation of receiving, policyholder benefits which policyholders may have);

(b) ~~(b)~~—*The Guarantee*

The payment of all amounts payable in respect of the Notes and all other moneys payable under or pursuant to the Trust Deed and the due and punctual performance by the Issuer of all its other obligations under the Trust Deed and the Notes have been unconditionally and irrevocably guaranteed on a joint and several basis by the Guarantor in the Trust Deed (the “**Guarantee**”). The obligations of the Guarantor under its Guarantee are direct, unconditional, unsubordinated and unsecured obligations of such Guarantor and (save for certain obligations required to be preferred by law) rank:

- (i) equally with all other present and future unsecured and unsubordinated obligations of the Guarantor from time to time outstanding;
- (ii) in accordance with the Subordination Deed, junior to all amounts owed to the Senior Finance Parties under the Senior Finance Documents; and
- (iii) are structurally subordinated in right of payment to any existing and future liabilities of the Guarantor’s subsidiaries including liabilities owed to any policyholders of any Subsidiary of the Guarantor (and, for the avoidance of doubt, the claims of policyholders shall include all amounts to which any such policyholder would be entitled in its capacity as policyholder under any applicable legislation or rules relating to a bankruptcy or liquidation of insurance companies to reflect any right to receive, or expectation of receiving, policyholder benefits which policyholders may have).

(c) ~~(c)~~—*The Subordination Deed*

The Trustee is a party to the Subordination Deed. The Subordination Deed provides, amongst other things, that: (i) the Notes and the Guarantee are subordinated to the amounts owed to the Senior Finance Parties under the Senior Finance Documents; and (ii) that certain payments in respect of the Notes may only be made with the consent of the Senior Finance Parties. Each Noteholder, by subscribing to, purchasing or otherwise acquiring a

Note, will be deemed to have agreed (i) to be bound by the provisions of the Subordination Deed and to have irrevocably appointed the Trustee to act on its behalf and enter into and comply with the provisions of the Subordination Deed; and (ii) not to, individually or collectively, take any action to enforce their rights under the Subordination Deed; and (ii) to act only through the Trustee.

3 ~~3.~~ **Registration, Title and Transfer of Notes**

(a) ~~(a)~~ *Registration*

The Issuer will cause a register (the “**Register**”) to be kept at the specified office of the Registrar in respect of the Notes in accordance with the provisions of the Agency Agreement. In these Conditions “**Holder**” of a Note means the Person in whose name such Note is for the time being registered in the Register and “**Noteholder**” shall be construed accordingly. A certificate (each a “**Note Certificate**”) will be issued to each Noteholder in respect of its registered holding. Each Note Certificate will be numbered serially with an identifying number which will be recorded in the Register.

(b) ~~(b)~~ *Title.*

Title to the Notes passes only by registration in the Register. The Holder of each Note shall (except as otherwise required by law) be treated as the absolute owner of such Note for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it or its theft or loss (or that of the related certificate, as appropriate) or anything written on it or on the certificate representing it (other than a duly executed transfer thereof) and no Person will be liable for so treating the holder.

(c) ~~(c)~~ *Transfer*

Notes may, subject to the terms of the Agency Agreement and to Conditions 3(d) and 3(e), be transferred in whole or in part in an Authorised Denomination by lodging the relevant Note (with the form of application for transfer in respect thereof duly executed and duly stamped where applicable) at the Specified Office of the Registrar or any Paying and Transfer Agent, together with such evidence as the Registrar or (as the case may be) such Transfer Agent may reasonably require to prove the title of the transferor and the authority of the individuals who have executed the form of transfer; *provided, however, that* a Noteholder may not require the transfer of a Note unless: (i) the principal amount of Notes transferred and (where not all of the Notes held by a Holder are being transferred) the principal amount of the balance of Notes are not transferred are Authorised Denominations, (ii) the transferee of such Note is a Qualified Investor. Where not all of the Notes represented by the surrendered Note Certificate are the subject of the transfer, a new Note Certificate in respect of the balance of the Notes will be issued to the Transferor.

Each new Note Certificate to be issued upon transfer of Notes will, within five business days of receipt by the Registrar or the relevant Paying and Transfer Agent of the duly completed form of transfer endorsed on the relevant Note Certificate, be mailed by uninsured mail at the risk of the Holder entitled to the Note to the address specified in the form of transfer. For the purposes of this Condition, business day shall mean a day on which banks are open for business in the city in which the specified office of the Agent with whom a Certificate is deposited in connection with a transfer is located.

Where some but not all of the Notes in respect of which a Note Certificate is issued are to be transferred a new Note Certificate in respect of the Notes not so transferred will, within five business days of receipt by the Registrar or the relevant Paying and Transfer Agent of the original Note Certificate, be mailed by uninsured mail at the risk of the Holder of the Notes not so transferred to the address of such holder appearing on the Register or as specified in the form of transfer.

No transfer of a Note will be valid unless and until entered on the Register. A Note may be registered only in the name of, and transferred only to, a named Person (or Persons, not exceeding four in number).

(d) ~~(d)~~ — *Formalities Free of Charge*

Such transfer will be effected without charge subject to (i) ~~the~~ the Person making such application for transfer paying or procuring the payment of or the giving of an indemnity against any taxes, duties and other governmental charges in connection therewith and ~~the~~ the Registrar being satisfied with the documents of title and/or identity of the Person making the application.

(e) ~~(e)~~ — *Closed Periods*

Neither the Issuer nor the Registrar will be required to register the transfer of any Note (or part thereof) (i) ~~during~~ during the period of 15 days immediately prior to the Final Maturity Date or any earlier date fixed for redemption of the Notes pursuant to Condition 5(b) or 5(c); (ii) ~~in~~ in respect of which a Noteholder has exercised its right to require redemption pursuant to Condition 5(e); and (iii) ~~during~~ during the period of 15 days ending on (and including) any Interest Payment Date in respect of any payment of interest on the Notes.

(f) ~~(f)~~ — *Regulations.*

All transfers of Notes and entries on the Register will be made subject to the detailed regulations concerning transfer of Notes scheduled to the Trust Deed. The regulations may be changed by the Issuer with the prior written approval of the Registrar and the Trustee. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Noteholder who requests one.

4 ~~4~~ Interest

- (a) The Notes bear interest on their outstanding principal amount from 28 December 2018 (the "**Issue Date**"). Subject to Condition 5 (*Deferral of Interest*) interest shall be payable on 31 March, 30 June, 30 September and 31 December in each year (each, an "**Interest Payment Date**") in accordance with Condition ~~7~~7 (*Payments*); *provided, however, that* if any Interest Payment Date would otherwise fall on a date which is not a Business Day, it will be postponed to the next Business Day unless it would thereby fall into the next calendar month, in which case it will be brought forward to the preceding Business Day; *provided, further, that* the first Interest Payment Date shall be 31 March 2019 (the "**First Interest Payment Date**"). Each period beginning on (and including) the Issue Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date is herein called an "**Interest Period**".

(b) *Interest Accrual*

Each Note will cease to bear interest from and including the due date for redemption thereof (which due date shall, in the case of deferral of a redemption date in accordance with Condition 7(b) (*Deferral of Redemption Date*), be the latest date to which redemption of the Notes is so deferred) unless, upon due presentation, payment of principal is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition ~~4~~4 (*Interest*) (both before and after judgment) until whichever is the earlier of (a) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (b) the day which is seven days after the Trustee has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(c) *Rate of Interest*

The rate of interest applicable to the Notes (the "**Rate of Interest**") will be determined by the Agent Bank on the following basis:

- (i) subject to (c)(ii) and (d) below, with respect to the rate of interest for each Interest Period, the Agent Bank will determine LIBOR which appears on the display page designated LIBOR01 on Reuters (or such other page as may replace that page on that service, or such other service as may be nominated as the information vendor, for the purpose of displaying comparable rates) as of 11.00 a.m. (London time) (the "**Interest Determination Time**") on the second London Banking Day (as defined below) before the first day of the relevant Interest Period (the "**Interest Determination Date**");
- (ii) with respect to any period of time for which interest is payable that
- (A) begins on (and includes) the Issue Date and ends on (but excludes) the First Interest Payment Date; or

- (B) begins on (and includes) the Interest Payment Date immediately preceding the Maturity Date and ends on (but excludes) the Maturity Date (which shall also be regarded as an Interest Payment Date),

the rate of interest shall be calculated by the Agent Bank by linear interpolation as if both periods in (A) and (B) above were Interest Periods and by reference to two rates which appear on the display page designated LIBOR01 on Reuters (or such other page as may replace that page on that service, or such other service as may be nominated as the information vendor, for the purpose of displaying comparable rates) as of the Interest Determination Date where:

- (X) one rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and
- (Y) the other rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next longer than the length of the relevant Interest Period,

provided, however, that any such rate, which would otherwise be negative, shall instead be zero;

- (iii) if such rate does not appear on that page, then a substitute rate will be mutually agreed upon between the Issuer and the Noteholders pursuant to an Extraordinary Resolution; and
- (iv) if fewer than two such quotations are provided as requested, the Agent Bank will determine the arithmetic mean (rounded, if necessary, as aforesaid) of the rates quoted by major banks in New York City, selected and obtained by the Issuer, at approximately 11.00 a.m. (New York City time) on the first day of the relevant Interest Period for loans in U.S. dollars to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time, *provided, however, that* such arithmetic mean shall not be less than zero,

and, subject to (c)(v) below, the Rate of Interest for such Interest Period shall be:

- (1) ~~(1)~~ for the period from the Issue Date and continuing up to but excluding the fifth anniversary date of the Issue Date shall be the sum of:
 - (A) ~~(A)~~ the Margin; and
 - (B) ~~(B)~~ the lower of (y) the rate so calculated or (as the case may be) the arithmetic mean so determined (“**the Floating Rate**”); and (z) 3.65%; and
- (2) ~~(2)~~ for the period beginning (and including) the fifth anniversary date of the Issue Date and until the Maturity Date, shall be the sum of:
 - (A) ~~(A)~~ the Margin; and
 - (B) ~~(B)~~ the Floating Rate;

provided, however, that if the Agent Bank is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Notes during such Interest Period will be the sum of the Margin and the rate or (as the case may be) arithmetic mean last determined in relation to the Notes in respect of a preceding Interest Period.

- (v) Immediately upon the occurrence and continuance of an Event of Default, the Rate of Interest shall be the sum of:
- (A) ~~(A)~~ the Default Rate Margin; and
 - (B) ~~(b)~~ the Floating Rate;

~~*provided, however, that*~~ if the Agent Bank is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Notes during such Interest Period will be the sum of the Default Rate Margin and the rate or (as the case may be) arithmetic mean last determined in relation to the Notes in respect of a preceding Interest Period.

(d) *Replacement of Benchmark*

If a LIBOR Replacement Date shall have occurred prior to the Interest Determination Date for any determination of LIBOR in accordance with (b)(i) above, a replacement benchmark (the "**Replacement Benchmark**") shall be selected by agreement between the Issuer and the Trustee (acting on the instructions of the Noteholders in accordance with Condition 14 (*Meetings of Noteholders, Modification and Waiver*) and pursuant to an Extraordinary Resolution) and such determination and all subsequent determinations pursuant to (b)(i) above will be made using the Replacement Benchmark as of the Interest Determination Date for such Replacement Benchmark.

(e) *Calculation of Interest Amount*

The Agent Bank will, as soon as practicable after the Interest Determination Date in relation to each Interest Period, calculate the amount of interest (the "**Interest Amount**") payable in respect of each Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the actual number of days in such Interest Period divided by 360, rounding the resulting figure to the nearest cent (half a cent being rounded upwards) and multiplying such rounded figure by a fraction equal to the Authorised Denomination of such Note divided by the Calculation Amount.

(f) *Publication*

The Agent Bank will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, to be notified to the Issuer and the other Agents and any quotation system (if any) as soon as practicable after such determination but in any event not later than the first day of the relevant Interest Period. Notice thereof shall also

promptly be given to the Noteholders. The Agent Bank will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period. If the Calculation Amount is less than the Authorised Denomination, the Agent Bank shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Note having the minimum Authorised Denomination.

(g) *Notifications etc.*

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition by the Issuer or the Agent Bank will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Guarantor, the Agents and the Noteholders and (subject as aforesaid) no liability to any such Person will attach to the Agent Bank in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

(h) *Calculation Amount*

Interest shall be calculated per U.S.\$100 in principal amount of the Notes (the "**Calculation Amount**").

(i) *Agent Bank*

The Issuer shall procure that, so long as any of the Notes remains outstanding, there is at all times an Agent Bank for the purposes of the Notes and the Issuer may, subject to the prior written approval of the Trustee, terminate the appointment of the Agent Bank. In the event of the appointed office of any bank being unable or unwilling to continue to act as the Agent Bank or failing duly to determine the Rate of Interest and the Interest Amount for any Interest Period, the Issuer shall, subject to the prior written approval of the Trustee, appoint the London office of another major bank engaged in the London interbank market to act in its place.

5 5 **Deferral of Interest**

- (a) **Regulatory Deficiency Deferral of Interest:** Payment of interest on the Notes by the Issuer will be mandatorily deferred on each Regulatory Deficiency Interest Deferral Date. The Issuer shall notify the Noteholders and the Trustee of any Regulatory Deficiency Interest Deferral Date in accordance with Condition 5~~(e)~~(e) (*Notice of Deferral*).

A certificate signed by two Authorised Signatories confirming that:

- (i) a Regulatory Deficiency Interest Deferral Event has occurred and is continuing, or would occur if payment of interest on the Notes were to be made; or

- (ii) a Regulatory Deficiency Interest Deferral Event has ceased to occur and/or payment of interest on the Notes would not result in a Regulatory Deficiency Interest Deferral Event occurring,

shall be treated and accepted by the Issuer, the Noteholders and all other interested parties as correct and sufficient evidence thereof, and shall be binding on all such persons.

- (b) **No default:** Notwithstanding any other provision in these Conditions the deferral by the Issuer of any payment of interest on a Regulatory Deficiency Interest Deferral Date in accordance with Condition 5(a) (~~(Regulatory Deficiency Deferral of Interest)~~) will not constitute a default by the Issuer and will not give Noteholders any right to accelerate repayment of the Notes or take any enforcement action under the Notes.
- (c) **Arrears of Interest and Additional Interest Amounts:** Any interest on the Notes not paid on an Interest Payment Date as a result of the obligation of the Issuer to defer such payment of interest pursuant to Condition 5(a) (*Regulatory Deficiency Deferral of Interest*) shall (without double counting), to the extent and so long as the same remains unpaid, constitute "**Arrears of Interest**."

Each amount of Arrears of Interest shall bear interest (as if it constituted the principal of the Notes) at the Rate of Interest from time to time applicable to the Notes (an "**Additional Interest Amount**"). Any Additional Interest Amounts which are not paid on the Interest Payment Date at the end of the applicable Interest Period shall become Arrears of Interest and bear interest accordingly.

- (d) **Payment of Arrears of Interest and Additional Interest Amounts:** Any Arrears of Interest and Additional Interest Amounts may (subject to the satisfaction of the Regulatory Clearance Condition) be paid by the Issuer in whole or in part at any time upon the expiry of not less than 14 days' notice to such effect given by the Issuer to the Trustee and the Noteholders in accordance with Condition 17 (*Notices*) and in any event will become due and payable by the Issuer in whole (and not in part) upon the earliest of the following dates:
 - (i) the next Interest Payment Date which is not a Regulatory Deficiency Interest Deferral Date;
 - (ii) the date on which the Issuer pays any dividend or other distribution on any shares in its capital;
 - (iii) the date on which the Issuer makes a payment of interest on, or redeems purchases, cancels, reduces or acquires, any Junior Securities or Parity Securities (save where the Issuer is not able to defer, pass or eliminate the relevant payment or other obligation in accordance with the terms of the relevant Junior Securities or Parity Securities);
 - (iv) the date on which a bankruptcy or liquidation of the Issuer occurs; or
 - (v) the date fixed for any redemption of the Notes pursuant to Condition 6 (*Redemption and Purchase*) (subject to any deferral of such redemption date pursuant to Condition 6(i) (*Deferral of redemption date*)) or Condition 9 (*Events of Default*).

- (e) **Notice of Deferral:** The Issuer shall notify the Trustee and the Noteholders in writing in accordance with Condition 16 (*Notices*) not less than 5 Business Days prior to an Interest Payment Date which is a Regulatory Deficiency Interest Deferral Date, specifying that interest will not be paid because a Regulatory Deficiency Interest Deferral Event has occurred and is continuing or would occur if payment of interest was made on such Interest Payment Date, *provided that* if a Regulatory Deficiency Interest Deferral Event occurs less than 5 Business Days prior to an Interest Payment Date, the Issuer shall give notice of the interest deferral in accordance with Condition 17 (*Notices*) as soon as reasonably practicable following the occurrence of such event.

6 6 Redemption and Purchase

(a) *Final Redemption*

Subject to Condition 6(i) (*Deferral of Redemption Date*) and 6(k) (*Preconditions to redemption and purchases*) unless previously purchased and cancelled or redeemed, the Notes will be redeemed at their principal amount on the Final Maturity Date. The Notes may only be redeemed at the option of the Issuer prior to the Final Maturity Date in accordance with Condition 6(b) or Condition 6(c).

(b) *Redemption at the Option of the Issuer*

- i. **At any time prior to the date that is the third anniversary of the Issue Date - as to redemption in whole but not in part:**

Subject to Condition 6(i) (*Deferral of Redemption Date*) and 6(j) (*Preconditions to redemption and purchases*), the Notes may be redeemed in whole, but not in part at the option of the Issuer on any Interest Payment Date falling prior to (but excluding) the third anniversary of the Issue Date, at a redemption price equal to 103 per cent. of the principal amount of the Notes, together with any accrued and unpaid interest (including any Additional Amounts) to (but excluding) the date of redemption, and provided that the Issuer has given not less than 30 nor more than 60 days' notice to the Noteholders (in accordance with Condition 17 (*Notices*)), the Trustee and the Agents setting forth the proposed relevant Interest Payment Date for such redemption in whole (the "**Optional Redemption Date**") (an "**Optional Redemption Notice**").

- ii. **At any time on or after the date that is the third anniversary date of the Issue Date but that is prior to the date that is the fourth anniversary date of the Issue Date - as to redemption in whole but not in part:**

Subject to Condition 6(i) (*Deferral of Redemption Date*) and 6(j) (*Preconditions to redemption and purchases*), the Notes may be redeemed in whole, but not in part at the option of the Issuer on any Interest Payment Date falling on or after the third anniversary of the

Issue Date and prior to (but excluding) the fourth anniversary of the Issue Date, at a redemption price equal to 102 per cent. of the principal amount of the Notes, together with any accrued and unpaid interest (including any Additional Amounts) to (but excluding) the date of redemption, provided that the Issuer has given an Optional Redemption Notice specifying the proposed Optional Redemption Date.

- iii. **At any time on or after the date that is the fourth anniversary date of the Issue Date but that is prior to the date that is the fifth anniversary date of the Issue Date, - as to redemption in whole but not in part:**

Subject to Condition 6(i) (*Deferral of Redemption Date*) and 6(j) (*Preconditions to redemption and purchases*), the Notes may be redeemed in whole, but not in part at the option of the Issuer on any Interest Payment Date falling on or after the fourth anniversary of the Issue Date and prior to (but excluding) the fifth anniversary date of the Issue Date, at a redemption price equal to 101 per cent of the principal amount of the Notes, together with any accrued and unpaid interest (including any Additional Amounts) to (but excluding) the date of redemption provided that the Issuer has given an Optional Redemption Notice specifying the proposed Optional Redemption Date.

- iv. **At any time that is on or after the date that is the fifth anniversary date of the Issue Date of the Notes - as to redemption in whole but not in part:**

Subject to Condition 6(i) (*Deferral of Redemption Date*) and 6(j) (*Preconditions to redemption and purchases*), the Notes may be redeemed in whole, but not in part at the option of the Issuer on any Interest Payment Date falling on or after the fifth anniversary of the Issue Date, at a redemption price equal to 100 per cent of the principal amount of the Notes, together with any accrued and unpaid interest (including any Additional Amounts) to (but excluding) the date of redemption provided that the Issuer has given an Optional Redemption Notice specifying the proposed Optional Redemption Date.

(c) *Redemption for Taxation Reasons*

Subject to Condition 6(i) (*Deferral of Redemption Date*) and 6(j) (*Preconditions to redemption and purchases*), the Notes may be redeemed in whole but not in part at the option of the Issuer on any Interest Payment Date for a redemption price equal to 100- per cent. of the principal amount of the Notes plus accrued and unpaid interest (including any Additional Amounts) to, but excluding, the date fixed for redemption (the “**Tax Redemption Date**”), provided that the Issuer has given not less than 30 nor more than 60 days’ notice (a “**Tax Redemption Notice**”) to the Noteholders (in accordance with Condition 17 (*Notices*)), the Trustee and to the Agents, if the Issuer determines that as a result of (i)- any change in or amendment

to the laws, or any regulations or rulings promulgated under the laws of a Relevant Jurisdiction, as defined below, or (ii) any change in official position regarding the application or interpretation of the laws, regulations or rulings referred to above (including a holding by a court of competent jurisdiction), which change or amendment becomes effective or, in the case of a change in official position, is announced on or after the Issue Date, the Issuer or the Guarantor, as the case may be, is or will become obligated to pay Additional Amounts with respect to the Notes pursuant to Condition 7; *provided* such obligation cannot be avoided by the Issuer or the Guarantor, as the case may be, taking reasonable measures available to it (including, in the case of the Guarantor, if the Guarantor could provide funds to the Issuer and the Issuer could make payment without Additional Amounts).

No Tax redemption Notice shall be given earlier than 60 days prior to the earliest date on which the Issuer or the Guarantor, as the case may be, would be obligated to pay such Additional Amounts if a payment in respect of the Notes were then due.

Prior to giving the notice of the redemption of the Notes pursuant to the foregoing, the Issuer will deliver or procure that there is delivered to the Trustee (a) a certificate signed by two duly authorised officers of the Issuer, and/or the Guarantor, as the case may require, stating that the Issuer is entitled to effect the redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer to so redeem have occurred, and (b) an opinion of independent legal counsel of nationally or internationally recognised standing with respect to such matters to that effect based on the statement of facts. The Trustee shall be entitled to accept such certificate and opinion as sufficient evidence of the circumstances referred to in (i) and (ii) above, in which event they shall be conclusive and binding on the holders of the Notes.

The term “**Relevant Jurisdiction**” as used herein means the United Kingdom or the United States of America and specifically the State of Florida, or any political subdivision or taxing authority thereof or therein, as the case may be, or any other jurisdiction in which the Issuer or the Guarantor is resident for tax purposes or any political subdivision or taxing authority thereof or therein.

(d) *Optional Redemption Notices and Tax Redemption Notices*

Any Optional Redemption Notice or any Tax Redemption Notice shall each be irrevocable and shall oblige the Issuer to redeem the Notes on the relevant Interest Payment Date specified in such redemption notice at the principal amount of the Notes so stated in such redemption notice together with any other accrued and unpaid interest to but excluding the relevant optional redemption date stated in such redemption notice.

(e) *Redemption on the Occurrence of a Put Event*

If, at any time while any of the Notes remains outstanding (as defined in the Trust Deed), a Put Event (as defined below) occurs and subject to Condition

6(i) (*Deferral of Redemption Date*) and 6(k) (*Preconditions to redemption and purchases*), then, unless at any time the Issuer shall have given a notice under Condition 5(b) or (c) in respect of the Notes, in each case expiring prior to the Put Date (as defined below), each Noteholder will, upon the giving of a Put Event Notice (as defined below), have the option to require the Issuer to redeem any Notes held by such Noteholder on the applicable Put Date at a redemption price equal to 100 per cent. of their principal amount together with any other accrued and unpaid interest and other amounts due thereon, if any (including Additional Amounts) up to, but excluding, the Put Date.

The "**Put Date**" is the date which is 60 days after the date of the Put Event Notice.

A "**Put Event**" occurs if

- i. there is a Change of Control; or
- ii. a Disposal occurs without the prior written consent of the Noteholders obtained pursuant to the written consent of the Requisite Holders; or
- iii. **Senior** Debt to Capital exceeds 20% for more than four consecutive Test Dates without the prior written consent of the Requisite Holders,
- iv. **Senior** Debt to Capital exceeds 30% on any Test Date without the prior written consent of the Requisite Holders;
- v. **-Total** Debt to Capital exceeds 50% on any Test Date without the prior written consent of the Requisite Holders;
- vi. a Change in Law occurs; or

- vii. an Event of Default shall occur and continue and the Noteholders shall have approved the declaration of a Put Event pursuant to the written consent of the Requisite Holders,

provided that in the case of paragraphs iii to v above (inclusive) the Issuer shall be permitted to incur Indebtedness that results in the relevant ratio being exceeded if such Indebtedness is to be applied, and is applied within 30 calendar days of incurrence, to redeem the Notes.

Promptly upon becoming aware that a Put Event has occurred, including without limitation as to a Change of Control, a Disposal or an Additional Indebtedness Limitation, and in any event not later than 14 days after the day on which the Issuer or the Guarantor becomes so aware of such Put Event, the Issuer or the Guarantor shall give notice (a "**Put Event Notice**") to the Noteholders, the Trustee and each Paying and Transfer Agent in accordance with Condition 17, specifying the nature of the Put Event and the procedure for exercising the option contained in this Condition 5(e).

Promptly upon a Change in Law or an Event of Default, and in any event not later than 14 days after (i) the date on which the Noteholders shall approve the declaration of an Event of Default pursuant to the written consent of the Requisite Holders, or (ii) the Holders of the Notes are subject to a Change in Law, the Holders of the Notes may deliver a Put Event Notice to the Trustee, and the Issuer in accordance with Condition 17, specifying the Put Event.

To exercise the option to require the Issuer to redeem a Note under this Condition 5(e), a Noteholder must deliver at the specified office of any Agent on any Business Day (as defined in Condition 6(e)) falling within 45 days following the date on which a Put Event Notice is given a duly signed and completed notice of exercise in the form (for the time being current and which may, if the Notes are held in a clearing system, be any form acceptable to the clearing system delivered in a manner acceptable to the clearing system) obtainable from any specified office of any Agent (a "**Put Notice**") and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this paragraph accompanied by the Definitive Note for such Notes or evidence satisfactory to the Agent concerned that the Definitive Note for such Notes will, following the delivery of the Put Notice, be held to its order or under its control. A Put Notice given by a holder of any Note shall be irrevocable except where, prior to the due date of redemption, an Event of Default has

occurred and is continuing, in which event such holder, at its option, may elect by notice to the Issuer to withdraw the Put Notice.

(g) ~~(g)~~ — *Cancellation*

All Notes which are redeemed and all Notes purchased and surrendered for cancellation by the Issuer, the Guarantor or any Subsidiary of the Issuer will be cancelled and may not be reissued or resold.

(h) ~~(h)~~ — *Multiple Notices*

If more than one notice of redemption is given pursuant to this Condition 5, the first of such notices to be given shall prevail.

(i) ~~(i)~~ — *Subordination Deed.*

All redemptions in accordance with this Condition 5 shall be subject to the terms of the Subordination Deed, and in the event of a conflict between the terms of this Condition 5 and the Subordination Deed, the Subordination Deed will prevail.

(j) ~~(j)~~ — *Deferral of Redemption Date.*

- i. No Notes shall be redeemed on the Maturity Date pursuant to Condition 6(a) (*Scheduled redemption*), or Condition 6(e) (*Redemption on the Occurrence of a Put Event*), or prior to the Maturity Date pursuant to Condition 6(c) (*Redemption for Taxation Reasons*), unless the Regulatory Clearance Condition has been complied with or if a Regulatory Deficiency Redemption Deferral Event has occurred and is continuing or would occur if redemption is made pursuant to this Condition 6.
- ii. The Issuer shall notify the Trustee and the Noteholders in accordance with Condition 16 (*Notices*) no later than 5 Business Days prior to any date set for redemption of the Notes if such redemption is to be deferred in accordance with this Condition 6(i), *provided that* if a Regulatory Deficiency Redemption Deferral Event occurs less than 5 Business Days prior to the date set for redemption, the Issuer shall give notice of such deferral in accordance with Condition 16 (*Notices*) as soon as reasonably practicable following the occurrence of such event.
- iii. If redemption of the Notes does not occur on the Maturity Date as a result of Condition 6(i) (*Deferral of redemption date*), the Issuer shall (subject to satisfaction of the Regulatory Clearance Condition) redeem such Notes at their principal amount together with any Arrears of Interest (together with all corresponding Additional Interest Amounts) and any other accrued and unpaid interest upon the earliest of:
 - 1) ~~(1)~~ — the date falling 10 Business Days after the date the Regulatory Deficiency Redemption Deferral Event has ceased (unless on such 10th Business Day a further Regulatory Deficiency Redemption Deferral Event has occurred and is

continuing or redemption of the Notes on such date would result in a Regulatory Deficiency Redemption Deferral Event occurring, in which case the provisions of Condition 6(i)(i) (*Deferral of redemption date*) and this Condition 6(i)(iii) will apply *mutatis mutandis* to determine the due date for redemption of the Notes); or

- 2) ~~(2)~~—the date falling 10 Business Days after the BMA has agreed to the repayment or redemption of the Notes; or
 - 3) ~~(3)~~—the date on which a bankruptcy or liquidation occurs.
- iv. A certificate signed by two Authorised Signatories confirming that (A) a Regulatory Deficiency Redemption Deferral Event has occurred and is continuing, or would occur if redemption of the Notes were to be made or (B) a Regulatory Deficiency Redemption Deferral Event has ceased to occur and/or redemption of the Notes would not result in a Regulatory Deficiency Redemption Deferral Event occurring, shall be treated and accepted by the Issuer, the Noteholders and all other interested parties as correct and sufficient evidence thereof, shall be binding on all such persons.
- v. Notwithstanding any other provision in these Conditions, the deferral of redemption of the Notes in accordance with this Condition 6(i) will not constitute a default by the Issuer and will not give Noteholders any right to accelerate the Notes or take any enforcement action under the Notes.
- (k) ~~(k)~~—***Preconditions to redemption and purchases:***
- i. In addition, prior to the publication of any notice of redemption or any purchase of the Notes, no Regulatory Deficiency Redemption Deferral Event shall have occurred and be continuing, and in the case of any redemption or purchase prior to the date which is three years after the Second Amendment Effective Date, the Issuer will be required to have complied with the Regulatory Clearance Condition.
 - ii. The Issuer shall not redeem any Notes or purchase any Notes unless at the time of such redemption or purchase and no Regulatory Deficiency Redemption Deferral Event has occurred and is continuing.

7 ~~7~~ **Payments**

- (a) ~~(a)~~—*Principal*

Principal and interest

Payment of principal and interest will be made by transfer to the registered account of the Noteholder or by U.S. dollar cheque drawn on a bank that processes payments in U.S. dollars mailed to the registered address of the Noteholder if it does not have a registered account. Payments of principal and payments of interest due otherwise than on an Interest Payment Date will only be made against surrender of the relevant Certificate at the specified

office of any of the Agents. Interest on Notes due on an Interest Payment Date will be paid to the Holder shown on the Register at the close of business on the date (the “**Record Date**”) being the fifteenth day before the relevant Interest Payment Date.

For the purposes of this Condition, a Noteholder's registered account means the U.S. dollar account maintained by or on behalf of it with a bank that processes payments in U.S. dollars details of which appear on the register of Noteholders at the close of business, in the case of principal, on the second business day (as defined below) before the due date for payment and, in the case of interest, on the relevant Record Date, and a Noteholder's registered address means its address appearing on the Register at that time.

(b) ~~(b)~~ — *Other Amounts*

Payments of all amounts other than as provided in Condition 6(a) will be made as provided in these Conditions.

(c) ~~(c)~~ — *Payments subject to fiscal laws*

All payments in respect of the Notes are subject in all cases to any applicable fiscal or other laws and regulations, but without prejudice to the provisions of Condition 7 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the “**Code**”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 8) any law implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the Noteholders in respect of such payments.

(d) ~~(d)~~ — *Delay in payment*

Noteholders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount due if the Noteholder is late in surrendering the relevant Note (if required to do so).

(e) ~~(e)~~ — *Business Days*

In these Conditions, “**business day**” and “**Business Day**” means any day (other than a Saturday or Sunday) on which banks and foreign exchange markets are open for business in London and New York City and, in the case of presentation or surrender of a Note, in the place of the specified office of the Registrar or relevant Paying and Transfer Agent, to whom the relevant Note is presented or surrendered.

(f) ~~(f)~~ — *Agents*

The Issuer reserves the right under the Agency Agreement at any time, with the prior written approval of the Trustee, to vary or terminate the appointment of any Paying and Transfer Agent or the Registrar and appoint additional or

other Paying and Transfer Agents or another Registrar, provided that it will maintain (i) a Principal Paying and Transfer Agent, (ii) a Registrar with a specified office outside of the United Kingdom, and (iii) an Agent Bank. Notice of any change in the Paying and Transfer Agents or the Registrar or their specified offices will promptly be given by or on behalf of the Issuer to the Noteholders in accordance with Condition 17 and to the Trustee.

(g) ~~(g)~~ — *Fractions*

When making payments to Noteholders, if the relevant payment is not of an amount which is a whole multiple of the smallest unit of the relevant currency in which such payment is to be made, such payment will be rounded down to the nearest such unit.

(h) ~~(h)~~ — *Partial Payments*

If the amount of principal or interest which is due on the Notes is not paid in full, the Registrar will annotate the Register with a record of the amount of principal or interest in fact paid.

8 g — **Taxation**

All payments made in respect of the Notes or the Guarantee shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by or within any Relevant Jurisdiction or any jurisdiction through which payment is made (together with Relevant Jurisdictions, a “**Relevant Taxing Jurisdiction**”), unless such withholding or deduction is required by law. In that event, the Issuer or (as the case may be) the Guarantor, in each case including any successor entity of the Issuer or of the Guarantor, shall pay such additional amounts (“**Additional Amounts**”) so as to result in the receipt by the Noteholders of such amounts as would have been received by them if no such withholding or deduction had been required.

However, the obligation to pay Additional Amounts shall not apply to:

- (a) ~~(a)~~ — any present or future tax, assessment or other governmental charge that would not have been so imposed but for:
 - (i) ~~(i)~~ — the existence of any present or former connection between the Noteholder or beneficial owner of such Note and the Relevant Taxing Jurisdiction other than merely holding such Note, or receiving of amounts in respect of the Note or Guarantee, or enforcing the Note or Guarantee; or
 - (ii) ~~(ii)~~ — the presentation by the Noteholder of any Note, where presentation is required, for payment on a date more than 30 days after the later of the date on which payment became due and payable or the date on which payment thereof is duly provided for, except to the extent that the Noteholder would have been entitled to such Additional Amounts if it had presented such Note for payment on any date within such 30-day period; or

- (iii) ~~(iii)~~ — the failure of the Noteholder or beneficial owner to comply with a timely request of the Issuer or the Guarantor, as the case may be, to provide information to the Issuer or the Guarantor, as the case may be, concerning the nationality, residence or identity of the holder or beneficial owner of that Note, if and to the extent that due and timely compliance with such request would have reduced or eliminated any withholding or deduction as to which Additional Amounts would otherwise have been payable to such holder or beneficial owner; or
- (iv) ~~(iv)~~ — the presentation of any Note for payment, where presentation is required, where the payment can be made without such withholding or deduction by the presentation of the Note for payment to at least one other paying agent;
- (b) ~~(b)~~ — any estate, inheritance, gift, sales, transfer, capital gains, excise or personal property tax or any similar tax, assessment or governmental charge;
- (c) ~~(c)~~ — any tax, assessment or other governmental charge that is payable otherwise than by withholding or deduction from payments on or in respect of any Note or Guarantee;
- (d) ~~(d)~~ — any combination of the items listed above; or
- (e) ~~(e)~~ — any payment to a Noteholder who is a fiduciary, a partnership, a limited liability company or other than the sole beneficial owner of a payment to the extent that such payment would be required by the laws of the Relevant Taxing Jurisdiction (or any political subdivision thereof) to be included in the income, for tax purposes, of a beneficiary or settlor with respect to the fiduciary, a member of that partnership, an interest holder in a limited liability company or a beneficial owner who would not have been entitled to the Additional Amounts had that beneficiary, settlor, member or beneficial owner been the holder thereof.

Whenever there is mentioned in any context the payment of principal of, and any premium or interest on or in respect of, any Note or under the Guarantee, such mention shall be deemed to include payment of Additional Amounts to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof.

In no circumstances shall any clearing system, any Agent or the Trustee, be responsible for:

- (A) ~~(A)~~ — verifying or confirming to the Issuer that any accountholder who holds a beneficial interest in any Note is a Person to whom the Issuer is entitled to pay free and clear or withholding or deduction for any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by or within any Relevant Taxing Jurisdiction;
- (B) ~~(B)~~ — passing on or otherwise facilitating any communication between the Issuer and any accountholder regarding tax matters; or
- (C) ~~(C)~~ — facilitating or administering any deduction or withholding.

To the extent that the Issuer would not be obliged to pay an accountholder Additional Amounts pursuant to Condition 8, the Issuer shall nonetheless ensure that the Principal Paying and Transfer Agent receives the full amount of any payments due in respect of the Notes or Guarantee, and any arrangements to adjust the amount paid to that accountholder shall be made between the Issuer and the accountholder directly.

9 ~~9~~ Events of Default

The Trustee at its discretion may, but shall not be bound, unless (i) it shall have been directed by an Extraordinary Resolution of the Noteholders, or (ii) so requested in writing by the Requisite Holders, and it shall have been indemnified and/or secured and/or prefunded to its satisfaction, to give notice to the Issuer that the Notes are, and they shall accordingly thereby immediately become, due and repayable at their principal amount together with accrued interest if any of the following events (each an “**Event of Default**”) shall have occurred and be continuing:

(a) ~~(a)~~ *Non-payment*

The Issuer or the Guarantor fails to pay any principal, interest or Additional Amounts in respect of the Notes when due and payable. For the avoidance of doubt, no amount shall be due from the Issuer in circumstances where payment of such amount is deferred in accordance with Condition 5(a) (*Regulatory Deficiency Deferral of Interest*) or 6(j) (*Deferral of redemption date*); or

(b) ~~(b)~~ *Breach of Covenants, Representations and Warranties and Other Obligations*

(i) ~~(i)~~ The Issuer or the Guarantor does not perform or comply with any one or more of the covenants (other than in respect of non-payment or financial covenants) in this Trust Deed where such failure is capable of remedy and is not remedied within 10 Business; or

(ii) ~~(ii)~~ Any representation or warranty of the Issuer is or proves to have been incorrect or misleading when made or deemed to have been made and, if capable of remedy, the facts or circumstances giving rise to such misrepresentation or misstatement have not been remedied within 10 Business Days of the earlier of (A) the Trustee, giving notice to the Issuer (at the request of the Requisite Holders), and (B) the Issuer becoming aware of such misrepresentation or misstatement; or

(iii) ~~(iii)~~ Any other obligations, representations or warranties or covenants of the Issuer or the Guarantor under the Notes or the Trust Deed (other than any obligation for the payment of any interest or any other amount in respect of the Notes or any breach of Condition 2), is defaulted or breached and such default or breach is incapable of remedy or, if in the opinion of the Trustee capable of remedy, is not in the opinion of the Trustee remedied within 10 Business Days of the earlier of (i) the Trustee giving notice to the Issuer and/or the Guarantor (at the request of the Requisite Holders), and (ii) the Issuer or the Guarantor becoming aware of such default or breach; or

(c) ~~(c)~~ *Material Adverse Effect*

Any event or circumstance has occurred that has had or could reasonably be expected to have a material adverse effect on the Issuer or the Guarantor or their respective business or operations; or

(d) ~~(d)~~ *Cross-Default*

An Event of Default occurs and continues under the Facilities Agreement and has not been remedied or waived within 45 days (in the case of non-payment Event of Default under the Facilities Agreement) or 90 days in all other cases of the Issuer becoming aware of its occurrence; or (e)

(e) ~~(e)~~ — *Insolvency*

- (i) ~~(i)~~ — The Issuer or the Guarantor or any Insurance Subsidiary is unable to or admits inability to pay its debts as they fall due (by reason of financial difficulties), suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with any one or more classes of its creditors with a view to the general readjustment or rescheduling of its indebtedness which, could reasonably be expected to have a material adverse effect on the ability of the Issuer or the Guarantor taken as a whole to meet the payment obligations under the Notes; or
- (ii) ~~(ii)~~ — The fair value of the assets of the Issuer or the Guarantor or any Insurance Subsidiary is less than its liabilities (taking into account contingent and prospective liabilities) which could reasonably be expected to have a material adverse effect on the ability of the Issuer or the Guarantor taken as a whole, to meet the payment obligations under the Notes; or
- (iii) ~~(iii)~~ — A moratorium is declared in respect of any indebtedness of the Issuer or the Guarantor or any Insurance Subsidiary; or
- (iv) ~~(iv)~~ — An order is made or an effective resolution passed for the winding-up, liquidation or dissolution of the Issuer or the Guarantor or any Insurance Subsidiary, and such order or resolution is not stayed or discharged within 45 days, except for any such order or resolution made or requested for the purposes of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation on terms approved in writing by the Requisite Holders; or

(f) ~~(f)~~ — *Insolvency Proceedings*

Any corporate action, legal proceedings or other similar procedure is taken in relation to:

- (i) ~~(i)~~ — the suspension of payments, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Issuer, the Guarantor, or any Insurance Subsidiary; or
- (ii) ~~(ii)~~ — a composition, compromise, assignment or arrangement with any creditor or class of creditors of any the Issuer, the Guarantor, or any Insurance Subsidiary; or
- (iii) ~~(iii)~~ — the appointment of a liquidator, receiver, administrator, administrative receiver, judicial manager, compulsory manager or other similar officer in respect of the Issuer, the Guarantor, or any Insurance Subsidiary or any of their assets; or

(g) ~~(g)~~ — *Governmental Intervention*

By or under the authority of any government:

- (i) ~~(i)~~ the management of the Issuer or the Guarantor or any Insurance Subsidiary is wholly or partially displaced or the authority of such company in the conduct of its business is wholly or partially taken over by, or at the instigation of, a regulator or other governmental authority; or
- (ii) ~~(ii)~~ all or a majority of the issued shares of the Issuer or the Guarantor or any Insurance Subsidiary or material part of its revenues or assets is seized, nationalised, expropriated or compulsorily acquired; or
- (h) ~~(h)~~ *Unlawfulness*

It is or becomes unlawful for the Issuer or the Guarantor to perform any of its obligations under the Notes or the Trust Deed or such obligations cease to be legal, valid, binding or enforceable obligations.

- (i) ~~(i)~~ *Breach of certain provisions of the Subordination Deed*

A Senior Finance Party or Overdraft Party (as such terms as defined in the Subordination Deed) accedes to the Subordination Deed in circumstances which do not comply with Clause 17.9 (Refinancing) of the Subordination Deed.

10 ~~10~~ **Consolidation, Amalgamation or Merger**

The Issuer will not consolidate with, merge or amalgamate into or transfer its properties and assets substantially as an entirety to any corporation or convey or transfer its properties and assets substantially as an entirety to any Person (the consummation of any such event, a “**Merger**”), unless:

- (i) ~~(i)~~ the corporation formed by such Merger or the Person that acquired such properties and assets shall expressly assume, by a supplemental trust deed in form and substance satisfactory to the Trustee, all obligations of the Issuer under the Trust Deed and the Notes and the performance of every covenant and agreement applicable to it contained therein;
- (ii) ~~(ii)~~ immediately after giving effect to any such Merger, no Event of Default or Potential Event of Default (as defined in the Trust Deed) shall have occurred or be continuing or would result therefrom as confirmed to the Trustee by (i) ~~(i)~~ a certificate of two authorised signatories of the Issuer and (ii) ~~(ii)~~ a certificate of two authorised signatories of the corporation that would result from such Merger; and
- (iii) ~~(iii)~~ the corporation formed by such Merger, or the Person that acquired such properties and assets, shall expressly agree not to redeem the Notes pursuant to Condition 5(c) as a result of it becoming obliged to pay any Additional Amounts as provided or referred to in Condition 8 arising solely as a result of such Merger.

11 ~~11~~ **Undertaking**

The Issuer will, save with the written approval of the Requisite Holders:

- (i) ~~(i)~~ procure that the Issuer shall not become domiciled or resident in or subject generally to the taxing authority of any jurisdiction (other than the Issuer's Territory) unless the Issuer would not thereafter be required pursuant to then current laws and regulations to withhold or deduct for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of such jurisdiction or any political subdivision thereof or therein having power to tax in respect of any payment on or in respect of the Notes unless the Issuer provides a written undertaking to pay such taxes, duties, assessments or governmental charges of whatever nature imposed or levied so as to result in the receipt of any amounts to such party of such amounts as would have been received by such party if no such withholding or deduction had been required; ~~and~~
- (ii) ~~(ii)~~ file all reports required to be filed under the U.S. Securities Exchange Act, as amended;
- (iii) ~~12~~ not incur any further Indebtedness without the prior written consent of the Requisite Holders other than the Permitted Financial Indebtedness provided that the Issuer and the Guarantor may incur further Indebtedness which is not Permitted Financial Indebtedness without the prior written consent of the Requisite Holders if all of such Indebtedness is applied, within 20 Business Days of incurrence, to redeem the Notes at a redemption price equal to 100 per cent. of their principal amount together with any other accrued and unpaid interest and other amounts due thereon, if any (including Additional Amounts) up to, but excluding, the date of redemption of the Notes;
- (iv) if :
- (a) the Issuer, prior to the Fallaway Date, or
- (b) the Guarantor or any of its subsidiaries, for so long as the Notes are outstanding,
- disposes of assets by way of one or more transactions the net disposal proceeds of which received by the Issuer or by the Guarantor or any of the Guarantor's subsidiaries (for which purpose the Guarantor shall turn over, and shall procure that any relevant subsidiary shall turn over, the relevant amount to the Issuer) in aggregate exceed the Consideration Threshold, the Issuer shall apply all such net disposal proceeds received in excess of the Consideration Threshold first in making the payments required by the Senior Finance Documents and secondly, subject to compliance with the terms of the Subordination Deed, in voluntary partial or total redemption of the Notes *pro rata* at a redemption price equal to 100 per cent. of their principal amount together with any other accrued and unpaid interest and other amounts due thereon, if any (including Additional Amounts) up to, but excluding, the date of redemption of the Notes. The terms of this Condition 11 (iv) shall not apply to Permitted Disposals and, for the avoidance of doubt, the proceeds received in respect of any Permitted Disposal shall not contribute towards the Consideration Threshold.

12 Prescription

Claims against the Issuer and the Guarantor for payment in respect of the Notes shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect of such payment and thereafter any principal, interest or other sums payable in respect of such Notes shall be forfeited and revert to the Issuer or the Guarantor, as the case may be.

Claims in respect of any other amounts payable in respect of the Notes shall become void unless made within 10 years following the due date for payment thereof.

13 ~~13~~ Replacement of Notes

If any Note is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Registrar for the time being subject to all applicable laws, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes must be surrendered before replacements will be issued.

14 ~~14~~ Meetings of Noteholders, Modification and Waiver

(a) ~~(a)~~ Meetings of Noteholders

The Trust Deed contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of these Conditions or any provisions of the Trust Deed, the Subordination Deed and the Agency Agreement. Such a meeting may be convened by the Issuer, the Guarantor or the Trustee and shall be convened by the Issuer if required in writing by Noteholders holding not less than 10% per cent. in principal amount of the Notes for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution will be one or more Persons holding or representing a clear majority in principal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more Persons being or representing Noteholders whatever the principal amount of the Notes so held or represented, unless the business of such meeting includes consideration of Reserved Matters, in which case the necessary quorum will be one or more Persons holding or representing not less than two-thirds, or at any adjourned meeting not less than one-third, in principal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed and whether or not they voted on the resolution).

An “**Extraordinary Resolution**” is a resolution in respect of which not less than sixty-six and two-thirds (66 2/3) per cent of the votes cast shall have

been in favour at a meeting of Noteholders duly convened and held in accordance with the Trust Deed.

The Trust Deed provides that a resolution in writing signed by or on behalf of the holders of not less than sixty-six and two-thirds (66 2/3) per cent in principal amount of the Notes then outstanding shall for all purposes be as valid as an Extraordinary Resolution passed at a meeting of Noteholders convened and held in accordance with the provisions of the Trust Deed. Such resolution in writing may be in one document or several documents in like form each signed by or on behalf of one or more of the Noteholders.

(b) ~~(b)~~ — *Modification and Waiver*

The Trustee may agree, without the consent of the Noteholders, to (i) any modification of any of the provisions of the Trust Deed, any trust deed supplemental to the Trust Deed, the Subordination Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Notes, or these Conditions which in the Trustee's opinion is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of law, and (ii) any other modification to the Trust Deed, any trust deed supplemental to the Trust Deed, the Subordination Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Notes, or these Conditions (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed, any trust deed supplemental to the Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Notes, the Guarantee or these Conditions which is, in the opinion of the Trustee, not materially prejudicial to the interests of the Noteholders.

(c) ~~(c)~~ — *Entitlement of the Trustee*

In connection with the exercise of its functions (including but not limited to those referred to in this Condition) the Trustee shall have regard to the interests of the Noteholders as a class but shall not have regard to any interests arising from circumstances particular to individual Noteholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of the exercise of its trusts, powers or discretions for individual Noteholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory, and the Trustee shall not be entitled to require, nor shall any Noteholder be entitled to claim, from the Issuer, the Guarantor, the Trustee or any other Person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders except to the extent already provided for in Condition 8 and/or any undertaking given in addition to, or in substitution for, Condition 8 pursuant to the Trust Deed.

The Trust Deed contains provisions permitting the Trustee to agree in circumstances, subject to such amendment to the Trust Deed and such other conditions as are set out in the Trust Deed, but without the consent of the Noteholders, to the substitution of the Issuer's successor in business, transferee or assignee or any Subsidiary of the Issuer or its successor in business, transferee or assignee or the Guarantor or its successor in business, transferee or assignee or any Subsidiary of the Guarantor or its successor in business, transferee or assignee in place of the Issuer or Guarantor (or of any previous substitute under this sub-clause) as the principal debtor or guarantor under this Trust Deed and the Notes.

15 15 **Enforcement**

The Trustee may at any time, at its discretion and without notice, take such proceedings against the Issuer and/or the Guarantor as it may think fit to enforce the provisions of the Trust Deed, the Notes and the Subordination Deed, but it shall not be bound to take any such proceedings or any other action in relation to the Trust Deed, the Notes and the Subordination Deed unless (i) it shall have been so directed by an Extraordinary Resolution of the Noteholders or (ii) so requested in writing by the Requisite Holders, and it shall have been indemnified and/or secured and/or prefunded to its satisfaction. No Noteholder shall be entitled to proceed directly against the Issuer or the Guarantor unless the Trustee, having become bound so to proceed, (i) fails so to do within 30 days of becoming so bound or (ii) is unable to do so by reason of an order of court of competent jurisdiction, and the failure or inability shall be continuing.

The Trustee may refrain from taking any action in any jurisdiction if the taking of such action in that jurisdiction would, in its opinion based upon legal advice in the relevant jurisdiction, be contrary to any law of that jurisdiction. Furthermore, the Trustee may also refrain from taking such action if it would otherwise render it liable to any Person in that jurisdiction or if, in its opinion based upon such legal advice, it would not have the power to do the relevant thing in that jurisdiction by virtue of any applicable law in that jurisdiction or if it is determined by any court or other competent authority in that jurisdiction that it does not have such power.

16 16 **The Trustee**

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including relieving it from taking proceedings unless indemnified and/or secured and/or prefunded to its satisfaction and (ii) provisions limiting or excluding its liability in certain circumstances. The Trust Deed provides that, when determining whether an indemnity or any security or pre-funding is satisfactory to it, the Trustee shall be entitled (i) to evaluate its risk in any given circumstance by considering the worst-case scenario and (ii) to require that any indemnity or security given to it by the Noteholders or any of them be given on a joint and several basis and be supported by evidence satisfactory to it as to the financial standing and creditworthiness of each counterparty and/or as to the value of the security and an opinion as to the capacity, power and authority of each counterparty and/or the validity and effectiveness of the security.

The Trustee is entitled to enter into business transactions with the Issuer and/or the Guarantor and any entity related to the Issuer and/or the Guarantor and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer and/or the Guarantor and/or any of the Issuer's and/or Guarantor's other Subsidiaries, (ii) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Noteholders, and (iii) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

The Trustee may rely without liability to Noteholders on a report, confirmation or certificate of any accountants, financial advisers or investment bank, whether or not addressed to it and whether their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Trustee or in any other manner) by reference to a monetary cap, methodology or otherwise.

17 ~~17~~ **Notices**

All notices to the Noteholders will be valid if mailed to them by first class mail or (if posted to an address overseas) by airmail to the holders (or the first of any joint named holders) at their respective addresses in the Register. Any such notice will be deemed to have been given on the day after being so mailed.

So long as the Notes are represented by a global note and such global note is held on behalf of a clearing system, notices to Noteholders shall be given by delivery of the relevant notice to the relevant clearing system for communication by it to entitled accountholders.

18 ~~18~~ **Further Issues**

Subject to the Additional Indebtedness Limitation, the Issuer may from time to time without the consent of the Noteholders create and issue further notes, bonds or debentures either having the same terms and conditions in all respects as the outstanding notes, bonds or debentures of any series (including the Notes) (or in all respects except for the first payment of interest on them and so that such further issue shall be consolidated and form a single series with the outstanding notes, bonds or debentures of any series (including the Notes)) or upon such terms as to interest, premium, redemption and otherwise as the Issuer may determine at the time of their issue. Any further notes, bonds or debentures forming a single series with the outstanding notes, bonds or debentures of any series (including the Notes) constituted by the Trust Deed or any deed supplemental to it shall, and any other notes, bonds or debentures may, with the consent of the Trustee, be constituted by a deed supplemental to the Trust Deed. The Trust Deed contains provisions for convening a single meeting of the Noteholders and the holders of notes, bonds or debentures of other series in certain circumstances where the Trustee so decides.

19 ~~19~~ **Contracts (Rights of Third Parties) Act 1999**

No Person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999.

20 ~~20~~ **No Rights of Set-off; No Encumbrances.**

—The Notes will not in any way give rise to any rights of set-off, recoupments or counterclaims against any claims and obligations of the Company or the Guarantor or any of the Guarantor’s regulated operating subsidiaries to any Person in whose name the Notes are registered or any creditor of the Company or the Guarantor or any of the Guarantor’s regulated operating subsidiaries. By acquiring the Notes, each Noteholder is deemed to agree and acknowledge that no security or encumbrance of any kind is, or will at any time be, provided by the Company or the Guarantor or any of their affiliates to secure the rights of Noteholders.

21 ~~21~~ **Governing Law and Jurisdiction**

(a) ~~(a)~~ *Governing Law*

The Trust Deed, the Agency Agreement, the Subordination Deed and the Notes, and any non-contractual obligations arising out of or in connection with them, are governed by, and shall be construed in accordance with, English law.

(b) ~~(b)~~ *Jurisdiction*

The courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed, the Agency Agreement, the Subordination Deed, and the Notes and accordingly any legal action or proceedings arising out of or in connection with the Trust Deed or the Notes (“**Proceedings**”) may be brought in such courts. The Issuer and each Guarantor has in the Trust Deed irrevocably submitted to the jurisdiction of such courts and has waived any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. These submissions are made for the benefit of the Trustee and each of the Noteholders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

(c) ~~(c)~~ *Waiver of Trial by Jury*

WITHOUT PREJUDICE TO CONDITION 20(b) THE ISSUER AND THE GUARANTOR EACH WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION IN CONNECTION WITH THE NOTES. THESE CONDITIONS MAY BE FILED AS A WRITTEN CONSENT TO A BENCH TRIAL.

(d) ~~(d)~~ *Agent for Service of Process*

The Issuer and the Guarantor has, pursuant to the Trust Deed, appointed R&Q Central Services Limited, 71 Fenchurch Street (Ground Floor), London

EC3M 4BS, England as its agent in England to receive service of process in any Proceedings in England. Nothing herein or in the Trust Deed shall affect the right to serve process in any other manner permitted by law.

22 ~~22~~ Definitions

In these Conditions (unless the context otherwise requires):

“2023 Restatement Date” means 2023;

“Accredited Disposal” means the disposal of some or all of the Issuer’s shareholding in the Guarantor, the shareholding of the Guarantor or any intermediate holding company in some or all of the Subsidiaries of the Guarantor or any assets related to the Subsidiaries of the Guarantor (or any combination thereof);

“Additional Amounts” has the meaning provided in Condition 8;

“Additional Interest Amounts” has the meaning provided in Condition 5(c);

“Additional Indebtedness Limitation” means the consolidated Indebtedness of the Group exceeds £[216,750,000] (being 150% of the consolidated Borrowings of the Group as at the Issue Date after giving effect to the issue of the Notes) at any time. For the purposes of determining compliance of the Additional Indebtedness Limitation for Condition 5(e)(iii) amounts borrowed in other currencies shall be converted into sterling (i) if incurred on or prior to the Issue Date, as at the Issue Date; or (ii) if incurred after the Issue Date, as at the date of incurrence, in each case using the spot rate of exchange on that date at a bank in London selected by the Issuer;

“Affiliate” means, in relation to any Person, a Subsidiary of that Person or a Holding Company of that Person or any other Subsidiary of the Holding Company;

“Agency Agreement” has the meaning in the Preamble;

“Agent Bank” has the same meaning given to such term in the Paying Agency Agreement;

"Arrears of Interest" has the meaning given in Condition ~~5(e)~~5(c) (*Arrears of Interest and Additional Interest Amounts*);

"Authorized Denomination" has the meaning in Condition 1;

"Authorized Signatory" means any Director or other person authorised to bind the

Issuer;

"BMA" means the Bermuda Monetary Authority (or any successor which carries on the role of regulator of financial services companies generally in Bermuda);

"Calculation Amount" has the meaning in Condition 4(h);

"Cash Equivalent Investments" means:

(1) certificates of deposit maturing within one year after the relevant date of calculation;

(2) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State or by an instrumentality or agency of any of them having, in each case, a rating for its long term unsecured and non-credit enhanced debt obligations of A- or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or A3 or higher by Moody's Investors Service Limited or a comparable rating from an internationally recognised credit rating agency, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;

(3) commercial paper not convertible or exchangeable to any other security: (A) for which a recognised trading market exists; (B) issued by an issuer incorporated in the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State; (C) which matures within one year after the relevant date of calculation; and (D) which has a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F-1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service Limited, or, if no rating is

available in respect of the commercial paper, the issuer of which has, in respect of its longterm unsecured and non-credit enhanced debt obligations, an equivalent rating;

(4) Sterling bills of exchange eligible for rediscount at the Bank of England and accepted by an Acceptable Bank (or their dematerialised equivalent);

(5) any investment in money market funds which: (A) have a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F-1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service Limited; (B) invest substantially all their assets in securities of the types described in sub-paragraphs (i) to (iv) above; and (C) can be turned into cash on not more than 30 days' notice;

“**Code**” has the meaning in Condition 6(c);

“**Change in Law**” means a change in any relevant law or regulation or any political authority having jurisdiction over the Issuer or the Noteholders with respect to holding of the Notes, or any change in the official application or interpretation of such law or regulation, that becomes effective after the Issue Date that results in it being unlawful for the Noteholders to hold the Notes which shall be conclusively determined to have occurred if a Noteholder delivers an opinion of independent legal advisers of nationally or internationally recognized standing as to such Change in Law;

“**Change of Control**” means any Person or group of Persons acting in concert gains direct or indirect “Control” of the Issuer. For purposes of this definition, (A) “*acting in concert*” means, a group of Persons who, pursuant to an agreement or understanding (whether form or informal), actively co-operate, through the acquisition directly or indirectly of shares in the Issuer by any of them, either directly or indirectly, to obtain or consolidate Control of the Issuer, in each case to the extent that following such transaction, the holders of equity interests in the Issuer immediately prior to such transaction own fifty percent (50%) or less of the equity securities of the surviving entity; and (B) “*Control*” means (a) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to: (i) cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the Issuer; (ii) appoint or remove all, or the majority, of the directors or other equivalent officers of the Issuer; or (iii) give directions with respect to the operating and financial policies of the Issuer with which the directors or other equivalent officers of the Issuer are obliged to comply; or (iv) the holding beneficially of more than 50% of the issued share capital of the Issuer (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital);

“Clearing System Business Day” means a day on which the clearing system for which the Notes are being held is open for business;

“Conditions” has the meaning in the preamble;

“Consideration Threshold” means: (i) on or before 31 December 2023, \$1,000,000; and (ii) after 31 December 2023, \$10,000,000, measured cumulatively from the date hereof until the date the Notes are repaid in full;

“Default Rate Margin” means 7.10 per cent per annum;

“Disposal” means that the Issuer or any other member of the Group selling, leasing, transferring or otherwise disposing of their interest in Accredited Insurance (Europe) Limited (formerly known as R&Q Insurance (Malta) Limited) or Accredited Surety & Casualty Company, Inc. (Florida), (each an “Insurance Subsidiaries” and together the “Insurance Subsidiaries”) without the prior written consent of the Requisite Holders (provided that a grant of security over the Issuer’s or other Group’s members interest in an Insurance Subsidiary in favour of the Senior Finance Parties shall not be regarded as a disposal);

“Enhanced Capital Requirement” means the "enhanced capital requirement" as defined in the Relevant Rules;

“Event of Default” has the meaning in Condition 9;

“Exchange Act” means the United States Securities Exchange Act of 1934, as amended;

“Final Maturity Date” means the 10th anniversary of the Issue Date;

“Finance Lease” means any lease or hire purchase contract which would, in accordance with applicable accounting principles, be treated as a finance or capital lease;

“First Interest Payment Date” has the meaning in Condition 4(a);

“Floating Rate” has the meaning in Condition 4(c);

“Group” means the Issuer and its Subsidiaries and Affiliates;

“Guarantee” has the meaning in Condition 2(b);

“Guarantor” has the meaning in the preamble;

“Holding Company” means, in relation to a Person, any other Person in respect of which it is a Subsidiary.

“Indebtedness” means, in relation to any member of the Group for the purposes of Condition ~~56(e)~~ [and Condition 11](#):

- (1) ~~(1)~~ moneys borrowed and debit balances at banks or other financial institutions;
- (2) ~~(2)~~ any acceptance under any acceptance credit or bill discounting facility (or dematerialized equivalent);

- (3) ~~(3)~~ any note purchase facility or the issue of bonds, notes, debentures, loan stock or similar instrument;
- (4) ~~(4)~~ any Finance Lease;
- (5) ~~(5)~~ receivables sold or discounting (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirements for de-recognition under applicable accounting principles);
- (6) ~~(6)~~ any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of:
- (a) ~~(a)~~ an underlying liability of an entity which is not a member of the Group which liability would fall within one of the other paragraphs of this definition; or
 - (b) ~~(b)~~ any liabilities of any member of the Group relating to any post-retirement benefit scheme;
- (7) ~~(7)~~ any amount raised by the issue of shares which are redeemable (other than at the option of the Issuer) before the Final Maturity Date or are otherwise classified as borrowings under applicable accounting principles
- (8) ~~(8)~~ any amount of any liability under an advance or deferred purchase agreement if:
- (c) ~~(a)~~ one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question;

(d) ~~(b)~~ the agreement is in respect of the supply of assets or services and payment is due more than 90 days after the date of supply;

(9) ~~(9)~~ any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under applicable accounting principles; or

(10) ~~(10)~~ any Treasury Transaction (and when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);

(11) ~~(11)~~ without double counting, the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (1) to (10) above;

“Insurance Act” means the Bermuda Insurance Act 1978, as amended from time to time;

“Insurance Subsidiary” means each of Accredited Insurance (Europe) Limited (formerly known as R&Q Insurance (Malta) Limited), and Accredited Surety & Casualty Company, Inc. (Florida), and collectively, **“Insurance Subsidiaries”**;

“Interest Amount” has the meaning in Condition 4(e);

“Interest Determination Date” has the meaning in Condition 4(c);

“Interest Determination Time” has the meaning in Condition 4(c);

“Interest Payment Date” has the meaning in Condition 4(a).

“Interest Period” has the meaning in Condition 4(a);

“Interpolated Period” with respect to LIBOR means the period determined by interpolating on a linear basis between: (1) LIBOR for the longest period (for which LIBOR is available) that is shorter than 3 months and (2) LIBOR for the shortest period (for which LIBOR is available) that is longer than 3 months;

“Issue Date” has the meaning in Condition 4(a);

“Issuer” has the meaning in the preamble;

“LIBOR” means the London interbank offered rate for deposits in U.S. dollars for three months;

“LIBOR Discontinuance Event” means the occurrence of one or more of the following events with respect to LIBOR:

(1) ~~(1)~~ a public statement or publication of information by or on behalf of the administrator of LIBOR announcing that such administrator has ceased or will cease to provide LIBOR, permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide LIBOR;

~~(2)~~ a public statement or publication of information by the regulatory supervisor for the

(2) administrator of LIBOR, the central bank for the currency of LIBOR, an insolvency official with jurisdiction over the administrator for LIBOR, a resolution authority with jurisdiction over the administrator for LIBOR or a court

or an entity with similar insolvency or resolution authority over the administrator for LIBOR, which states that the administrator of LIBOR has ceased or will cease to provide LIBOR permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide LIBOR;

- (3) ~~(3)~~ LIBOR is not published by the administrator of LIBOR for five consecutive business days and such failure is not the result of a temporary moratorium, embargo or disruption declared by the administrator of LIBOR or by the regulatory supervisor for the administrator of LIBOR and LIBOR cannot be determined by reference to an Interpolated Period;
- (4) ~~(4)~~ a public statement or publication of information by the administrator of LIBOR that it has invoked or will invoke, permanently or indefinitely, its insufficient submissions policy; or
- (5) ~~(5)~~ a public statement by the regulatory supervisor for the administrator of LIBOR announcing that LIBOR is no longer representative or may no longer be used;

“LIBOR Replacement Date” means:

- (1) ~~(1)~~ for purposes of clauses (1) and (2) of the definition of “LIBOR Discontinuance Event,” the later of:

- (a) ~~(a)~~ the date of such public statement or publication of information; and

- (b) ~~(b)~~ the date on which the administrator of LIBOR permanently or indefinitely ceases to provide LIBOR,

- ~~(2)~~ for purposes of clause (3) of the definition of “LIBOR Discontinuance Event,”

the first

(2) business day following such five consecutive business days,

(3) ~~(3)~~ for purposes of clause (4) of the definition of “LIBOR Discontinuance Event,” the later of:

(a) ~~(a)~~ the date of such public statement or publication of information and:

(b) ~~(b)~~ the date such insufficient submissions policy is invoked, and

(4) ~~(4)~~ for purposes of clause (5) of the definition of “LIBOR Discontinuance Event,” the later of:

(a) ~~(a)~~ the date of such public statement; and

(b) ~~(b)~~ the date as of which LIBOR may no longer be used (or, if applicable, is no longer representative).

If a LIBOR Replacement Date occurs on the same day as, but earlier than, the Interest Determination Time for any determination, the LIBOR Replacement Date will be deemed to have occurred prior to the Interest Determination Time for such determination and such determination will be made using the applicable Replacement Benchmark;

“**Margin**” means 6.35 per cent per annum;

“**Merger**” has the meaning in Condition 10;

“**Noteholder**” and “**Holder**” has the meaning in Condition 3(a);

“**Notes**” has the meaning in the preamble;

“**Optional Redemption Date**” has the meaning in Condition 5(b);

“**Optional Redemption Notice**” has the meaning in Condition 5(b);

“**Permitted Disposals**” means any sale, lease, licence, surrender, transfer or other disposal which is on arm’s length terms:

- (a) of trading stock or cash made by any member of the Group in the ordinary course of trading of the disposing entity;
- (b) by any member of the Group of its insurance receivable assets as traded by that company in the ordinary course of trading;
- (c) of any asset by a member of the Group to the Guarantor or a Subsidiary of the Guarantor;
- (d) of any asset required or reasonably necessary to implement the Accredited Disposal (including any disposal of an asset in order to obtain the best price for the Accredited Disposal);
- (e) of assets (other than shares, real property and intellectual property), in exchange for other assets comparable or superior as to type, value and quality, in the ordinary course of trading of the disposing entity;
- (f) of obsolete or redundant vehicles, plant and equipment for cash;
- (g) of Cash Equivalent Investments for cash or in exchange for other Cash Equivalent Investments;
- (h) in respect of insurance and reinsurance commutations, salvage and other recoveries associated with the carrying on of insurance business (including non-life insurance and/or reinsurance business or insurance run-off process and other businesses reasonably related thereto) in the ordinary course of trading; and

(i) to which the Requisite Holders have given their prior written consent;

“Permitted Financial Indebtedness” means Indebtedness:

- (a) arising under a foreign exchange transaction for spot or forward delivery entered into in connection with protection against fluctuation in currency rates where that foreign exchange exposure arises in the ordinary course of trade but not a foreign exchange transaction for investment or speculative purposes;
- (b) arising under letters of credit issued on behalf of any member of the Group which conducts insurance business (being one or more aspects of the management and carrying on of non-life insurance and/or reinsurance business or insurance run-off process and other businesses reasonably related thereto) to secure insurance or re-insurance payment obligations in the ordinary course of trade;
- (c) arising under revolving lines of credit issued by First Colony Bank of Florida (or, following a refinancing, by another bank or financial institution of such revolving lines of credit) to Accredited Surety and Casualty Company, Inc. up to a maximum principal amount of USD 1,500,000; or
- (d) arising under the Senior Finance Documents or any replacement or refinancing thereof;

“Person” means any individual, corporation, partnership, joint venture, association, limited liability company, joint stock company, trust, unincorporated organisation or government or any agency or political subdivision thereof;

“Principal Paying and Transfer Agent” has the meaning in the preamble;

“Proceedings” has the meaning in Condition 20;

“Purchase Agreement” means the Purchase Agreement entered into between the Issuer and the Investors party thereto dated as of 28 December 2018;

“Put Event Notice” has the meaning in Condition 5(e);

“Put Notice” has the meaning in Condition 5(e);

“Qualified Investor” means a Person:

- (a) ~~(a)~~ who is an “Accredited Investor” as defined in Regulation D of the United States Securities Act 1933 (the “Securities Act”);
 - (b) ~~(b)~~ who is a “Qualified Institutional Buyer” as defined in the Securities Act;
 - (c) ~~(c)~~ who is a “Qualified Participant” as defined in section 9(2) of the Bermuda Investment Funds Act 2006;
 - (d) ~~(d)~~ to whom the offering of Notes could lawfully be communicated by virtue of section 21(1) of the Financial Services and Markets Act 2000;
 - (e) ~~(e)~~ who is a “Professional Client” or an “Eligible Counterparty” as defined by the Markets in Financial Instruments Directive, as amended; or
 - (f) ~~(f)~~ in any other jurisdiction who would satisfy the requirements of any of paragraphs ~~(a)~~
- ~~(f)~~(g) to (h) above if they were subject to the securities laws of such jurisdictions;

“Rate of Interest” has the meaning in Condition 4(c);

“Record Date” has the meaning in Condition 6(a);

“Redemption Date” means, when used with respect to any Note to be redeemed, the date fixed for such redemption by or pursuant to the Trust Deed;

“Register” has the meaning in Condition 3(a);

“Registrar” has the meaning in the preamble;

"Regulatory Clearance Condition" means, in respect of any proposed act on the part of the Issuer, the Issuer having notified the BMA, and obtained the consent or ~~non-objection~~ nonobjection of the BMA, in relation to such act (in any case only if and to the extent required by the BMA and/or pursuant to the Relevant Rules);

"Regulatory Deficiency Deferral Event" means a Regulatory Deficiency Interest Deferral Event or a Regulatory Deficiency Redemption Deferral Event;

"Regulatory Deficiency Interest Deferral Date" means each Interest Payment Date in respect of which a Regulatory Deficiency Interest Deferral Event has occurred and is continuing or would occur if payment of interest was made on such Interest Payment Date;

"Regulatory Deficiency Interest Deferral Event" means any event which causes the Enhanced Capital Requirement applicable to the Issuer to be breached and such breach is an event which, under the Relevant Rules, would require the Issuer to defer a payment of interest in respect of the Notes;

"Regulatory Deficiency Redemption Deferral Event" means any event which causes the Enhanced Capital Requirement applicable to the Issuer to be breached and such breach is an event which, under the Relevant Rules, would require the Issuer to defer or suspend a scheduled repayment or redemption of the Notes;

"Relevant Date" means, in respect of any Note, whichever is the later of (i) the date on which payment in respect of it first becomes due and (ii) if any amount of the money payable is improperly withheld or refused, the date on which payment in full of the amount outstanding is made or (if earlier) the date on which notice is duly given to the Noteholders in accordance with Condition 17 that, upon further presentation of the Note, where required pursuant to these Conditions, being made, such payment will be made, provided that such payment is in fact made upon such presentation;

"Relevant Rules" means the Insurance Act, and the rules and regulations promulgated thereunder, and any other legislation, rules or regulations of Bermuda or of the BMA from time to time relating to the characteristics, features or criteria

of own funds or capital resources and which are, at such time, applicable to the Issuer;

"Relevant Jurisdiction" has the meaning in Condition 5(c);

"Relevant Taxing Jurisdiction" has the meaning in Condition 8;

"Replacement Benchmark" has the meaning in Condition 4(d);

"Requisite Holders" means the Holders representing a majority of the principal amount of the Notes for the time being outstanding;

"Reserved Matters" means any proposal:

- (a) ~~(a)~~—to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes or to alter the method of calculating the amount of any payment in respect of the Notes on redemption or maturity including a collection of a replacement benchmark;
- (b) ~~(b)~~—to change the currency in which amounts due in respect of the Notes are payable;
- (c) ~~(c)~~—to change the quorum required at any Meeting or the majority required to pass an Extraordinary Resolution;
- (d) ~~(d)~~—to amend this definition; or
- (e) ~~(e)~~—to vote or address any matters under the Subordination Deed;

"Second Amendment Effective Date" means the date of which the second amendment of the Notes becomes effective.

"Senior Debt" means:

- (a) ~~(a)~~ all amounts outstanding pursuant to the Senior Facilities Agreement;
- (b) ~~(b)~~ the outstanding balance of the Notes;
- (c) ~~(c)~~ any Indebtedness owed to any other unsubordinated creditors of the Issuer (whether secured or unsecured); and
- (d) ~~(d)~~ any Indebtedness falling due within the next 12 months.

"Senior Debt to Capital Ratio" means the ratio of: (i) the Issuer's Senior Debt to; (ii) the aggregate of the Issuer's Total Debt and the Issuer's Total Adjusted Equity, each as set out in the consolidated quarterly unaudited financial statements of the Issuer and the annual audited consolidated financial statements of the Issuer, as applicable, as delivered to the Trustee in accordance with the terms of the Trust Deed³;

"Senior Facilities Agreement" means the Term and Revolving Facilities Agreement entered into between, among others, the Issuer and ~~The Royal National Westminster Bank of Scotland plc~~ plc (in its capacity as agent, security agent and overdraft bank) originally entered into on 3 July 2014 and variously amended and amended and restated thereafter, as such facilities agreement may be restated, replaced or refinanced pursuant to any other senior secured facilities agreement or agreements;

"Senior Finance Documents" means: (i) the Senior Facilities Agreement and (ii) the agreements relating to the Issuer's operational facilities (including hedging and overdraft facilities) with ~~The Royal Bank of Scotland plc~~ the Senior Finance Parties,

³ Supplemental Trust Deed to include provision for delivery of quarterly financial statements with 90 days of the quarter end.

each as amended, restated or refinanced pursuant to any other similar agreements;

“Senior Finance Parties” means the parties to the Senior Finance Documents other than the Issuer and its Subsidiaries;

“Subordination Deed” means the Subordination Deed dated ~~as of 28 December 2018 as amended and restated on or around~~ the ~~date hereof~~ 2023 Restatement Date, as further amended from time to time, ~~by and between (among others) the Issuer, the Guarantor, the Trustee, The Royal and National Westminster Bank of Scotland plc,~~ in its capacity as agent and security trustee for the Secured Parties (as defined therein) ~~and National Westminster Bank plc, in its capacity as overdraft bank;~~;

“Subsidiary” means, an entity of which a Person:

- (a) ~~(a)~~ has direct or indirect control; or
- (b) ~~(b)~~ owns directly or indirectly more than fifty per cent. (50%) of the share capital or similar right of ownership; or
- (c) ~~(c)~~ is entitled to receive more than fifty per cent. (50%) of the dividends or distributions,

and any entity (whether or not so controlled) treated as a Subsidiary in the latest financial statements of that person from time to time and disregarding, for the purpose of this definition, the fact that any shares in that entity may be held by way of security, that the beneficiary of the security (or its nominee) may be registered as a member of the relevant undertaking and/or that such beneficiary of the security (or its nominee) may be entitled to exercise voting powers and rights with respect to those charged shares.

“Tax Redemption Date” has the meaning provided in Condition 5(c);

“Tax Redemption Notice” has the meaning provided in Condition 5(c);

“Tier 3 Ancillary Capital” means capital which is treated as a constituent of ancillary Tier 3 under the Relevant Rules or under any analogous rules in any other relevant jurisdiction.

“Test Date” means 31 March, 30 June, 30 September and 31 December in each calendar year.

“Total Debt” means the "Amounts owed to credit institutions" as set out in the Issuer’s most recent consolidated quarterly unaudited financial statements or annual audited consolidated financial statements, as applicable;

“Total Debt to Capital Ratio” means the ratio of: (i) the Issuer’s Total Debt to; (ii) the aggregate of the Issuer’s Total Debt and the Issuer’s Total Adjusted Equity, each as set out in the consolidated quarterly unaudited financial statements and the annual audited consolidated financial statements of the Issuer, as applicable, as delivered to the Trustee in accordance with the terms of the Trust Deed;

“Total Adjusted Equity” means the "Total Equity "less “Accumulated Other Comprehensive Income” each as set out in the Issuer’s most recent consolidated quarterly unaudited financial statements or annual audited consolidated financial statements, as applicable;

“Treasury Transaction” means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

“U.S. dollar” and “U.S.\$” means the lawful currency of the United States of America.

~~Schedule 2~~ Schedule 5



~~Schedule 5~~
Form of Directors' Certificate

To: [ON THE HEADED PAPER OF THE ISSUER/GUARANTOR]
Deutsche Trustee Company Limited
Winchester House
~~1~~ Great Winchester Street
London EC2N 2DB
United Kingdom

[Date]

Dear Sirs

~~Randall & Quilter Investment~~ R&Q Insurance Holdings Ltd.

U.S.\$70,000,000 Senior Unsecured Guaranteed Floating Rate Notes due 2028

Guaranteed by ~~Accredited Holding Corporation~~ Randall & Quilter America Holdings Inc.

This certificate is delivered to you in accordance with Clause 11.5 of the Trust Deed dated 20 December 2018 as amended on 27 March 2019, amended and restated on 30 March 2021 and as amended and restated on 2023 (the "Trust Deed") and made between ~~Randall & Quilter Investment~~ R&Q Insurance Holdings Ltd. (the "Issuer"), ~~Accredited Holding Corporation~~ Randall & Quilter America Holdings Inc. and Deutsche Trustee Company Limited (the "Trustee"). All words and expressions defined in the Trust Deed shall (save as otherwise provided herein or unless the context otherwise requires) have the same meanings herein. The undersigned, having made all reasonable enquiries to the best of their knowledge, information and belief hereby certifies not in his/her personal capacity but as a Director of the Issuer and on behalf of the Issuer:

- (a) ~~(a)~~ As at _____⁴, no Event of Default or Potential Event of Default existed [other than _____]⁵ and no Event of Default or Potential Event of Default had existed at any time since _____⁶ [the Certification Date (as defined in the Trust Deed) of the last certificate delivered under Clause 11.5⁴⁵]/[the date of this Trust Deed] [other than _____]⁶; and

⁴ Specify a date not more than 5 days before the date of delivery of the certificate.

⁵ If any Event of Default or Potential Event of Default did exist, give details; otherwise delete.

⁶ Insert date of Trust Deed in respect of the first certificate delivered under Clause 11.5, otherwise delete.

⁷ Include unless the certificate is the first certificate delivered under Clause 11.5, in which case delete.

⁸ If any Event of Default or Potential Event of Default did exist, give details; otherwise delete.

(b) ~~(a)~~ From and including [●]³ [the Certification Date of the last certificate delivered under Clause 11.5]⁴/[the date of this Trust Deed] to and including _____¹, the [Issuer] confirms that there has been no breach in respect of its obligations under the Trust Deed [other than _____]^{6,9,10} has occurred.

For and on behalf of ~~Randall & Quilter Investment~~R&Q Insurance Holdings Ltd.

Authorised Director _____

¹~~Specify a date not more than 5 days before the date of delivery of the certificate.~~

²~~If any Event of Default or Potential Event of Default did exist, give details; otherwise delete.~~

³~~Insert date of Trust Deed in respect of the first certificate delivered under Clause 11.5, otherwise delete.~~

⁴~~Include unless the certificate is the first certificate delivered under Clause 11.5, in which case delete.~~

⁵~~If any Event of Default or Potential Event of Default did exist, give details; otherwise delete.~~

⁶~~If the Issuer has failed to comply with any obligation(s), give details; otherwise delete.~~

⁷~~If a Relevant Event has occurred, give details; otherwise delete.~~

⁹ If the Issuer has failed to comply with any obligation(s), give details; otherwise delete.

¹⁰ If a Relevant Event has occurred, give details; otherwise delete.

[Signatures on Following Page]

Schedule 6

Schedule 6

Registration and Transfer of Notes

- 1 ~~4.~~—The Issuer shall at all times ensure that the Registrar maintains a register showing the amount of the Notes from time to time outstanding and the dates of issue and all subsequent transfers and changes of ownership thereof and the names and addresses and payment details of the Holders of the Notes. The Trustee and the Holders of the Notes or any of them and any person authorised by it or any of them may at all reasonable times during office hours inspect the register and take copies of or extracts from it. The register may be closed by the Issuer for such periods at such times (not exceeding in total 30 days in any one year) as it may think fit.

- 2 ~~2.~~—Each Note shall have an identifying serial number that shall be entered on the register.

- 3 ~~3.~~—The Notes are transferable by execution of the form of transfer endorsed thereon and with respect to where the transferor is a corporation, under its common seal or under the hand of two of its officers duly authorised in writing.

- 4 ~~4.~~—The Notes to be transferred must be delivered for registration to the specified office of the Registrar or any Paying and Transfer Agent with the form of transfer endorsed thereon duly completed and executed and must be accompanied by such documents, evidence and information as may be required pursuant to the Conditions and such other evidence as the Issuer may reasonably require to prove the title of the transferor or transferor's right to transfer the Notes and, as to the execution of a form of transfer on behalf of a corporation by its officers, the authority of that person or those persons to do so.

- 5 ~~5.~~—Unless otherwise requested by him, the holder of Notes shall be entitled to receive only one Definitive Note in respect of its entire holding.

- 6 ~~6.~~—Where a holder of Notes has transferred part only of its holding there shall be delivered to it without charge a Definitive Note in respect of the balance of such holding.

- 7 ~~7.~~—The Issuer shall make no charge to the Noteholders for the registration of any holding of Notes or any transfer thereof or for the issue thereof or for the delivery thereof at the specified office of the Registrar or of any Paying and Transfer Agent or by uninsured post to the address specified by the Noteholder. If any Noteholder entitled to receive a Definitive Note wishes to have the same delivered to it otherwise than at the specified office of the Registrar or of any Paying and Transfer Agent, such delivery shall be made, upon its written request to the Registrar or such Paying and Transfer Agent, at such Noteholder's risk and (except where sent by uninsured post to the address specified by the Noteholder) at such Noteholder's expense.

- 8 ~~8.~~—The holder of a Note may (to the fullest extent permitted by applicable laws) be treated at all times, by all persons and for all purposes as the absolute owner of such Note notwithstanding any notice any person may have of the right, title, interest or claim of any other person thereto.

9. — The holder of a Note will be recognised by the Issuer and the Guarantor as entitled to its Note free from any equity, set-off or counterclaim on the part of the Issuer or the Guarantor against the original or any intermediate holder of such Note.

Executed as a deed by ~~RANDALL &~~
~~QUILTER~~ ~~INVESTMENT~~
~~HOLDINGS LTD.~~ acting by a
director in the presence of: }

}

Director's signature

.....

Director's name

Witness' signature:

.....

Witness' name (BLOCK CAPITALS):

.....

Witness' address:

.....

.....

.....

Witness' occupation:

.....

9

[Signature ~~Page~~Pages to Trust Deed not restated]

Executed as a deed by ~~ACCREDITED~~)

~~HOLDING CORPORATION~~ acting
by an officer in the presence of: }

}

}

.....

Officer's signature

.....

Officer's name

Witness' signature:

.....

Witness' name (BLOCK CAPTIALS):

.....

Witness' address:

.....

.....

.....

Witness' occupation:

.....

[Signature Page to Trust Deed]

THE COMMON SEAL of **DEUTSCHE** →

TRUSTEE COMPANY LIMITED was →

affixed to this deed in the presence of: →

Director

Associate Director

~~[Signature Page to Trust Deed]~~