

THOMAS COOK FINANCE 2 PLC

as Issuer,

WILMINGTON TRUST, NATIONAL ASSOCIATION,

as Trustee,

ELAVON FINANCIAL SERVICES DAC, UK BRANCH,

as Principal Paying Agent,

and

ELAVON FINANCIAL SERVICES DAC,

as Registrar and Transfer Agent

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INDENTURE

Dated as of December 7, 2017

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€400,000,000 3.875% SENIOR NOTES DUE 2023

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## TABLE OF CONTENTS

*Page*

### ARTICLE 1 DEFINITIONS AND INCORPORATION BY REFERENCE

|              |                            |    |
|--------------|----------------------------|----|
| Section 1.01 | Definitions.....           | 1  |
| Section 1.02 | Other Definitions.....     | 29 |
| Section 1.03 | Rules of Construction..... | 30 |

### ARTICLE 2 THE NOTES

|              |   |    |
|--------------|---|----|
| Section 2.01 | Form and Dating.....                              | 31 |
| Section 2.02 | Execution and Authentication.....                 | 32 |
| Section 2.03 | Paying Agent, Registrars and Transfer Agents..... | 32 |
| Section 2.04 | Money Held by Paying Agent.....                   | 33 |
| Section 2.05 | Holder Lists.....                                 | 33 |
| Section 2.06 | Transfer and Exchange.....                        | 33 |
| Section 2.07 | Replacement Notes.....                            | 39 |
| Section 2.08 | Outstanding Notes.....                            | 39 |
| Section 2.09 | Treasury Notes.....                               | 40 |
| Section 2.10 | Temporary Notes.....                              | 40 |
| Section 2.11 | Cancellation.....                                 | 40 |
| Section 2.12 | Defaulted Interest.....                           | 40 |
| Section 2.13 | ISIN or Common Code Number.....                   | 41 |
| Section 2.14 | Deposit of Moneys.....                            | 41 |
| Section 2.15 | Agents.....                                       | 41 |

### ARTICLE 3 REDEMPTION AND PREPAYMENT

|              |  |    |
|--------------|--|----|
| Section 3.01 | Notices to Trustee.....                                  | 42 |
| Section 3.02 | Selection of Notes to Be Redeemed or Purchased.....      | 42 |
| Section 3.03 | Notice of Redemption.....                                | 42 |
| Section 3.04 | Effect of Notice of Redemption.....                      | 43 |
| Section 3.05 | Deposit of Redemption or Purchase Price.....             | 43 |
| Section 3.06 | Notes Redeemed or Purchased in Part.....                 | 44 |
| Section 3.07 | Optional Redemption.....                                 | 44 |
| Section 3.08 | Redemption for Changes in Taxes.....                     | 45 |
| Section 3.09 | Offer to Purchase by Application of Excess Proceeds..... | 46 |

### ARTICLE 4 COVENANTS

|              |  |    |
|--------------|--|----|
| Section 4.01 | Payment of Notes.....  | 47 |
| Section 4.02 | Maintenance of Office or Agency.....   | 48 |
| Section 4.03 | Reports.....   | 48 |
| Section 4.04 | Compliance Certificate.....  | 49 |
| Section 4.05 | Taxes.....   | 49 |
| Section 4.06 | [RESERVED].....  | 50 |
| Section 4.07 | Restricted Payments.....   | 50 |
| Section 4.08 | Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries..... | 53 |
| Section 4.09 | Incurrence of Indebtedness and Issuance of Preferred Stock.....                | 55 |
| Section 4.10 | Asset Sales.....   | 58 |
| Section 4.11 | Transactions with Affiliates.....  | 60 |

|              | <i>Page</i>  |
|--------------|--|
| Section 4.12 | Liens.....61   |
| Section 4.13 | [RESERVED].....62  |
| Section 4.14 | Offer to Repurchase Upon Change of Control.....62                |
| Section 4.15 | Additional Guarantees.....64                                     |
| Section 4.16 | [RESERVED.].....64   |
| Section 4.17 | Designation of Restricted and Unrestricted Subsidiaries.....64   |
| Section 4.18 | Maintenance of Listing.....65                                    |
| Section 4.19 | [RESERVED].....65  |
| Section 4.20 | Additional Amounts.....65  |
| Section 4.21 | Suspension of Covenants When Notes Rated Investment Grade.....67 |

ARTICLE 5  
SUCCESSORS

|              |  |
|--------------|--|
| Section 5.01 | Merger, Consolidation or Sale of Assets.....68 |
|--------------|--|

ARTICLE 6  
DEFAULTS AND REMEDIES

|              |   |
|--------------|---|
| Section 6.01 | Events of Default.....69                            |
| Section 6.02 | Acceleration.....71                                 |
| Section 6.03 | Other Remedies.....71                               |
| Section 6.04 | Waiver of Past Defaults.....71                      |
| Section 6.05 | Limitation on Suits.....72                          |
| Section 6.06 | Control by Majority.....72                          |
| Section 6.07 | Rights of Holders of Notes to Institute Suit.....72 |
| Section 6.08 | Collection Suit by Trustee.....72                   |
| Section 6.09 | Trustee May File Proofs of Claim.....73             |
| Section 6.10 | Priorities.....73                                   |
| Section 6.11 | Undertaking for Costs.....73                        |
| Section 6.12 | Restoration of Rights and Remedies.....74           |
| Section 6.13 | Rights and Remedies Cumulative.....74               |
| Section 6.14 | Delay or Omission Not Waiver.....74                 |

ARTICLE 7  
TRUSTEE

|              |   |
|--------------|---|
| Section 7.01 | Duties of Trustee.....74                |
| Section 7.02 | Rights of Trustee.....75                |
| Section 7.03 | Individual Rights of Trustee.....77     |
| Section 7.04 | Trustee's Disclaimer.....77             |
| Section 7.05 | Notice of Defaults.....78               |
| Section 7.06 | Compensation and Indemnity.....78       |
| Section 7.07 | Replacement of Trustee.....79           |
| Section 7.08 | Successor Trustee by Merger, etc.....80 |
| Section 7.09 | Eligibility; Disqualification.....80    |
| Section 7.10 | Agents.....80                           |
| Section 7.11 | Patriot Act.....80                      |

ARTICLE 8  
LEGAL DEFEASANCE AND COVENANT DEFEASANCE

|              |  |
|--------------|--|
| Section 8.01 | Option to Effect Legal Defeasance or Covenant Defeasance.....80  |
| Section 8.02 | Legal Defeasance and Discharge.....81  |
| Section 8.03 | Covenant Defeasance.....81   |
| Section 8.04 | Conditions to Legal or Covenant Defeasance.....82  |
| Section 8.05 | Deposited Money and Government Obligations to be Held in Trust; Other<br>Miscellaneous Provisions.....82 |
| Section 8.06 | Repayment to Issuer.....83   |

|   | <i>Page</i>   |
|---|---|
| Section 8.07                                  | Reinstatement.....83  |
| ARTICLE 9<br>AMENDMENT, SUPPLEMENT AND WAIVER |   |
| Section 9.01                                  | Without Consent of Holders of Notes.....83  |
| Section 9.02                                  | With Consent of Holders of Notes.....84   |
| Section 9.03                                  | Revocation and Effect of Consents.....86  |
| Section 9.04                                  | Notation on or Exchange of Notes.....86   |
| Section 9.05                                  | Trustee to Sign Amendments, etc.....86  |
| ARTICLE 10<br>[RESERVED]                      |   |
| ARTICLE 11<br>NOTE GUARANTEES                 |   |
| Section 11.01                                 | Note Guarantee.....86   |
| Section 11.02                                 | Limitation on Guarantor Liability.....87  |
| Section 11.03                                 | Execution and Delivery of Note Guarantee.....93   |
| Section 11.04                                 | Successor Guarantor Substituted.....93  |
| Section 11.05                                 | Releases.....94   |
| ARTICLE 12<br>SATISFACTION AND DISCHARGE      |   |
| Section 12.01                                 | Satisfaction and Discharge.....95   |
| Section 12.02                                 | Application of Trust Money.....96   |
| ARTICLE 13<br>MISCELLANEOUS                   |   |
| Section 13.01                                 | Notices.....97  |
| Section 13.02                                 | Certificate and Opinion as to Conditions Precedent.....98   |
| Section 13.03                                 | Statements Required in Certificate or Opinion.....98  |
| Section 13.04                                 | Rules by Trustee and Agents.....99  |
| Section 13.05                                 | No Personal Liability of Directors, Officers, Employees, Incorporators and<br>Stockholders.....99 |
| Section 13.06                                 | Agent for Service; Submission to Jurisdiction; Waiver of Immunities.....99                        |
| Section 13.07                                 | Governing Law.....99  |
| Section 13.08                                 | No Adverse Interpretation of Other Agreements.....100   |
| Section 13.09                                 | Successors.....100  |
| Section 13.10                                 | Severability.....100  |
| Section 13.11                                 | Counterpart Originals.....100   |
| Section 13.12                                 | Table of Contents, Headings, etc.....100  |
| Section 13.13                                 | Judgment Currency.....100   |
| Section 13.14                                 | Prescription.....100  |
| Section 13.15                                 | Additional Information.....101  |
| Section 13.16                                 | Compliance With Law, etc.....101  |
| EXHIBITS                                      |   |
| Exhibit A                                     | FORM OF NOTE  |
| Exhibit B                                     | FORM OF CERTIFICATE OF TRANSFER   |
| Exhibit C                                     | FORM OF CERTIFICATE OF EXCHANGE   |
| Exhibit D                                     | FORM OF NOTATION OF GUARANTEE   |
| Exhibit E                                     | FORM OF SUPPLEMENTAL INDENTURE TO BE DELIVERED BY<br>SUBSEQUENT GUARANTORS                        |

INDENTURE dated as of December 7, 2017 among Thomas Cook Finance 2 plc, a public limited company organized under the laws of England and Wales (the “*Issuer*”), Wilmington Trust, National Association, a national banking association, as Trustee, Elavon Financial Services DAC, UK Branch, as Principal Paying Agent and Elavon Financial Services DAC, as Registrar and Transfer Agent.

The Issuer and the Trustee agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders (as defined herein) of the 3.875% Senior Notes due 2023 in an aggregate principal amount of €400,000,000 (the “*Initial Notes*”) and the Holders of any Additional Notes (as defined below and, together with the Initial Notes, the “*Notes*”):

ARTICLE 1  
DEFINITIONS AND INCORPORATION  
BY REFERENCE

Section 1.01 *Definitions*

“*144A Global Note*” means a Global Note representing the Notes, bearing the Global Note Legend and the Private Placement Legend and deposited with and registered in the name of a nominee for Euroclear and Clearstream, that will be issued and sold in reliance on Rule 144A.

“*2021 Notes*” means the €400,000,000 6.75% Senior Notes due 2021 issued by Thomas Cook Finance plc pursuant to an indenture dated January 23, 2015, as amended or supplemented.

“*Acquired Indebtedness*” means Indebtedness of a Person or any of its Subsidiaries (i) existing at the time such Person is merged with or into or becomes a Subsidiary or (ii) assumed in connection with the acquisition of properties or assets from such Person, in each case, whether or not such Indebtedness was Incurred in connection with, or in contemplation of, such Person becoming a Subsidiary or such acquisition. Acquired Indebtedness shall be deemed to be Incurred on the date of the related acquisition of assets from any Person or the date the acquired Person becomes a Subsidiary.

“*Additional Assets*” means: (i) any property or assets (other than Indebtedness and Capital Stock) used or to be used by the Parent or a Restricted Subsidiary or otherwise useful in a Related Business (including any capital expenditures on any property or assets already so used or used to replace any property or assets that are the subject of an Asset Disposition); (ii) the Capital Stock of a Person that is engaged in a Related Business; or (iii) Capital Stock of any Person that at such time is a Restricted Subsidiary acquired from a third party.

“*Additional Notes*” means additional Notes (other than the Initial Notes) issued under this Indenture in accordance with Section 2.02 hereof, as part of the same series as the Initial Notes.

“*Affiliate*” of any specified Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, “control” when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“*Agent*” means any Registrar, Transfer Agent, Authenticating Agent or Paying Agent (together, the “*Agents*”).

“*Airlines Group*” means Airlines Holdco and its Subsidiaries and any direct or indirect parent of the Airlines Group that results from a Permitted Reorganization.

“*Airlines Holdco*” means Thomas Cook Group Airlines plc and any successor in interest thereto.

“*Applicable Premium*” means, with respect to a Note on any redemption date, the greater of:

- (i) 1.0% of the principal amount of such Note; and
- (ii) the excess (to the extent positive) of:
  - (1) the present value at such redemption date of (i) the redemption price of such Note at January 15, 2020 (such redemption price (expressed in a percentage of the principal amount) being set forth in the table in Section 3.07(e) (excluding accrued and unpaid interest)), plus (ii) all required remaining scheduled interest payments due on such Note to and including January 15, 2020, computed using a discount rate equal to the Bund Rate at such redemption date plus 50 basis points; over
  - (2) the outstanding principal amount of such Note on such redemption date, as calculated by the Issuer or on behalf of the Issuer by such Person as the Issuer shall designate, *provided* that such calculation shall not be a duty or obligation of the Trustee and Principal Paying Agent.

“*Asset Disposition*” means any sale, lease (other than an ordinary course operating lease), transfer or other disposition of Equity Interests of a Restricted Subsidiary (other than directors’ qualifying shares, or shares to be held by third parties (including foreign nationals) to meet applicable legal, licensing or operational requirements), property or other assets (each referred to for the purposes of this definition as a “disposition”) by the Parent or any of its Restricted Subsidiaries (including any disposition by means of a merger, consolidation or similar transaction), *provided* that the sale, lease, conveyance or other disposition of all or substantially all of the assets of the Parent and its Restricted Subsidiaries taken as a whole will be governed by the provisions of this Indenture described in Section 4.14 and/or the provisions described in Section 5.01 and not by the provisions described in Section 4.10 other than:

- (i) a disposition to the Parent or a Restricted Subsidiary;
- (ii) a disposition of cash or Cash Equivalents;
- (iii) the sale or discount (with or without recourse, and on customary or commercially reasonable terms) of accounts receivable or notes receivable arising in the ordinary course of business, or the conversion or exchange of accounts receivable for notes receivable;
- (iv) any Restricted Payment Transaction;
- (v) a disposition that is governed by the provisions described in Section 5.01 hereof;
- (vi) any sale and leaseback transaction, lease and leaseback, asset securitization or any similar arrangement;
- (vii) any disposition arising from foreclosure, condemnation, taking, expropriation or similar action or exercise of transaction rights under any lease, license, conversion or other agreement or pursuant to buy/sell arrangements under any joint venture or similar agreement or arrangement;

- (viii) any issuance or sale of Capital Stock in, or Indebtedness or other securities of, an Unrestricted Subsidiary or any other disposition of Capital Stock, Indebtedness or other securities of an Unrestricted Subsidiary;
- (ix) any disposition of Capital Stock of a Restricted Subsidiary pursuant to an agreement or other obligation with or to a Person (other than the Parent or a Restricted Subsidiary) from whom such Restricted Subsidiary was acquired, or from whom such Restricted Subsidiary acquired its business and assets (having been newly formed in connection with such acquisition), made as part of such acquisition and in each case comprising all or a portion of the consideration in respect of such sale or acquisition;
- (x) a disposition of obsolete, worn-out, uneconomic, damaged or surplus property, equipment or other assets or property, equipment or other assets that are no longer economically practical or commercially desirable to maintain or used or useful in the business of the Parent and its Restricted Subsidiaries whether now or hereafter owned or leased or acquired in connection with an acquisition or used or useful in the conduct of the business of the Parent and its Restricted Subsidiaries (including by ceasing to enforce, allowing the lapse, abandonment or invalidation of or discontinuing the use or maintenance of or putting into the public domain any intellectual property that is, in the reasonable judgment of the Parent or such Restricted Subsidiary, no longer used or useful, or economically practicable to maintain, or in respect of which the Parent or any Restricted Subsidiary determines in its reasonable judgment that such action or inaction is desirable);
- (xi) any surrender or waiver of contract rights or the settlement, release or surrender of contract, tort or other claims of any kind;
- (xii) any transaction with respect to Items of Aircraft made in the ordinary course of business, including any disposition of aircraft landing slots and/or aircraft take-off slots;
- (xiii) any disposition arising as a result of any Permitted Lien;
- (xiv) any sale, transfer, lease, exchange or other disposition (including pursuant to a derivative transaction) of carbon credits;
- (xv) any disposition or series of related dispositions for aggregate consideration not to exceed the greater of (i) £50.0 million and (ii) 0.8% of Total Assets;
- (xvi) any disposition in connection with the Reorganization Transactions or a Permitted Transaction;
- (xvii) any disposition to joint ventures (including any Minority Interest Vehicle or similar entity), including in exchange for equity or other fair market value interest in such entity;
- (xviii) any dispositions of Investments in joint ventures (including any Minority Interest Vehicle or similar entity) to the extent required by, or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in joint venture arrangements and similar binding agreements;
- (xix) a disposition of inventory or other assets in the ordinary course of business or consistent with past practice or held for sale or no longer used in the ordinary course of business, including any disposition of disposed, abandoned or discontinued operations;

- (xx) the unwinding of any Cash Management Services or Hedging Obligations not for speculative purposes; and
- (xxi) any disposition of up to 50.1% of the Capital Stock or other equity interests (including partnership interests) in a Subsidiary solely for the purposes of: (i) complying with the conditions and requirements under Regulation (EC 1008/2008) of the European Parliament and of the Council on Common Rules for the Operation of Air Services in the Community (the “Air Services Regulation”) for an operating license to be granted to and maintained by the Parent or any of its Subsidiaries; (ii) complying with the conditions and requirements of any replacement of the Air Services Regulation in the United Kingdom, for an operating license or equivalent to be granted to and maintained by the Parent or any of its Subsidiaries; or (iii) complying with the conditions and requirements of any applicable national legislation and/or bilateral air service agreements in place in the countries in or from which the Parent or any of its Subsidiaries operates flights, for air traffic rights to be granted to and maintained by the Parent or any of its Subsidiaries.

“*Bank Facility*” means, with respect to the Parent or any of its Subsidiaries, one or more bank loan facilities (including the Senior Facilities Agreement) with one or more banks or other lenders or institutions or investors providing for revolving credit loans, term loans, letters of credit or bonding facilities, in each case, including all agreements, instruments and documents executed and delivered pursuant to or in connection with any of the foregoing, in each case as the same may be amended, supplemented, novated, restated, waived or otherwise modified from time to time, or refunded, refinanced, restructured, replaced, renewed, repaid, increased or extended from time to time (whether in whole or in part, whether with the original banks, lenders or institutions or other banks, lenders or institutions or otherwise, and whether provided under any original Bank Facility or one or more other credit agreements or other Bank Facilities or otherwise); *provided* that any such facilities or other arrangements or instruments shall not constitute Bank Facilities unless they constitute or are in respect of Indebtedness of the Parent or any of its Subsidiaries. Without limiting the generality of the foregoing, the term “Bank Facility” shall include any agreement (i) changing the maturity of any Indebtedness Incurred thereunder or contemplated thereby, (ii) adding Subsidiaries as additional borrowers or guarantors thereunder, (iii) increasing the amount of Indebtedness Incurred thereunder or available to be borrowed thereunder or (iv) otherwise altering the terms and conditions thereof.

“*Bankruptcy Law*” means the U.K. Insolvency Act 1986, as amended (together with the rules and regulations made pursuant thereto), Title 11 of the U.S. Code or the laws of any other jurisdiction or any political subdivision thereof relating to bankruptcy, insolvency, receivership, winding up, liquidation, reorganization or relief of debtors.

“*Bloomberg*” means any private electronic information service provided by Bloomberg L.P. or any of its Affiliates, or any of their respective successors.

“*Board of Directors*” means, for any Person, the board of directors or other governing body of such Person or, if such Person does not have such a board of directors or other governing body and is owned or managed by a single entity, the board of directors or other governing body of such entity, or, in either case, any committee thereof duly authorized to act on behalf of such board or other governing body. The “Board of Directors” means the Board of Directors of the Parent or the Issuer, as the context requires.

“*Bund Rate*” means, with respect to any redemption date, the rate per annum equal to the equivalent yield to maturity as of such date of the Comparable German Bund Issue, assuming a price for the Comparable German Bund Issue (expressed as a percentage of its principal amount) equal to the Comparable German Bund Price for such redemption date, where:



- (i) “*Comparable German Bund Issue*” means the German Bundesanleihe security selected by any Reference German Bund Dealer as having a fixed maturity most nearly equal to the period from such redemption date to January 15, 2020 and that would be utilized at the time of selection and in accordance with customary financial practice, in pricing new issues of euro-denominated corporate debt securities in a principal amount approximately equal to the then outstanding principal amount of the Notes and of a maturity most nearly equal to January 15, 2020; *provided*, however, that, if the period from such redemption date to January 15, 2020 is not equal to the fixed maturity of the German Bundesanleihe security selected by such Reference German Bund Dealer, the Bund Rate shall be determined by linear interpolation (calculated to the nearest one-twelfth of a year) from the yields of German Bundesanleihe securities for which such yields are given, except that if the period from such redemption date to January 15, 2020, is less than one year, a fixed maturity of one year shall be used;
- (ii) “*Comparable German Bund Price*” means, with respect to any redemption date, the average of all Reference German Bund Dealer Quotations for such date (which, in any event, must include at least two such quotations), after excluding the highest and lowest such Reference German Bund Dealer Quotations, or if the Issuer obtains fewer than four such Reference German Bund Dealer Quotations, the average of all such quotations;
- (iii) “*Reference German Bund Dealer*” means any dealer of German Bundesanleihe securities appointed by the Issuer in good faith; and
- (iv) “*Reference German Bund Dealer Quotations*” means, with respect to each Reference German Bund Dealer and any redemption date, the average as determined by the Issuer in good faith of the bid and offered prices for the Comparable German Bund Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Issuer by such Reference German Bund Dealer at 3:30 p.m. Frankfurt, Germany, time on the third Business Day preceding the redemption date.

“*Business Day*” means a day other than a Saturday, Sunday or other day on which commercial banking institutions are authorized or required by law to close in Dublin, London or New York City and other than any other day on which Trans-European Automated Real-Time Gross settlement Express Transfer payment system is closed for the settlement of payments.

“*Capital Stock*” of any Person means any and all shares of, partnership interests in, membership interests in or other equivalents of or interests in (however designated) equity of such Person, including any Preferred Stock, but excluding any debt securities convertible into such equity.

“*Capitalized Lease Obligation*” means an obligation that is required to be classified and accounted for as a capitalized or finance lease for financial reporting purposes and reflected as a liability on a balance sheet (other than in the footnotes thereto), in each case in accordance with IFRS. The Stated Maturity of any Capitalized Lease Obligation shall be the date of the last payment of rent or any other amount due under the related lease. For the avoidance of doubt, any lease, concession or license of property (or guarantee thereof) which would be considered an operating lease under IFRS as in effect on the Issue Date will not be Capitalized Lease Obligations.

“*Cash Equivalents*” means:

- (i) money;

- (ii) securities issued or fully guaranteed or insured by the United States of America, Canada, Switzerland, Norway or a member state of the European Union or, in each case, any agency or instrumentality of any thereof;
- (iii) time deposits, overnight bank deposits, certificates of deposit or bankers' acceptances (a "*Deposit*") of (x) any current lender under the Senior Facilities Agreement or any affiliate thereof or (y) any lender, bank, trust company or commercial bank having capital and surplus in excess of £250,000,000 or (z) any lender, bank, trust company or commercial bank whose commercial paper is rated at least A-1 or the equivalent thereof by S&P or at least P-1 or the equivalent thereof by Moody's (or if at such time neither is issuing ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization);
- (iv) deposits in the ordinary course of business and consistent with past practice issued by a bank or trust company which is authorized to operate as a bank or trust company in its home jurisdiction and in the jurisdiction in which the Deposit is made provided that all Deposits made with such bank or trust company do not exceed £500,000 at any one time,
- (v) repurchase obligations with a term of not more than thirty days for underlying securities of the types described in clauses (ii) and (iii) above entered into with any financial institution meeting the qualifications specified in clause (iii) above;
- (vi) money market instruments, commercial paper or other short-term obligations rated at least A-2 or the equivalent thereof by S&P or at least P-2 or the equivalent thereof by Moody's (or if at such time neither is issuing ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization) with maturities of 12 months or less from the date of acquisition;
- (vii) investments similar to any of the foregoing denominated in currencies other than euro, pound sterling or U.S. dollars obtained in the ordinary course of business and with the highest ranking obtainable in the applicable jurisdiction;
- (viii) bills of exchange issued in the United States, Canada, a member state of the European Union, Switzerland or Norway eligible for rediscount at the relevant central bank and accepted by a bank (or any dematerialized equivalent);
- (ix) readily marketable direct obligations issued by any state of the United States of America, any province of Canada, any member of the European Union, Switzerland or Norway or any political subdivision thereof, in each case, having one of the two highest rating categories obtainable from either Moody's or S&P (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization) with maturities of not more than two years from the date of acquisition; and
- (x) investment funds investing 95% of their assets in securities of the type described in clauses (i) through (ix) above (which funds may also hold reasonable amounts of cash pending investment and/or distribution).

"*Cash Management Services*" means any of the following to the extent not constituting a line of credit (other than an overnight draft facility that is not in default): automated clearing house transactions, treasury, depository, credit or debit card, purchasing card, stored value card, electronic fund transfer services and/or cash management services, including controlled disbursement services, overdraft facilities, foreign exchange facilities, deposit and other accounts and merchant services or

other cash management arrangements in the ordinary course of business or consistent with past practice.

“*Clearstream*” means Clearstream Banking, *société anonyme*, or any successor thereof.

“*Code*” means the U.S. Internal Revenue Code of 1986, as amended.

“*Commodities Agreements*” means, in respect of a Person, any commodity (including, for the avoidance of doubt, fuel and carbon credits) futures contract, forward contract, repurchase agreement, option or similar agreement or arrangement (including derivative agreements or arrangements), as to which such Person is a party or beneficiary.

“*Common Depositary*” means, with respect to the Notes, Elavon Financial Services DAC, as common depositary until a successor replaces it and thereafter the successor serving hereunder.

“*Companies Act*” means the Companies Act 2006 (as amended, restated or re-enacted from time to time).

“*Consolidated EBITDA*” means, for any period, Consolidated Net Income for such period, plus the following to the extent deducted in calculating such Consolidated Net Income, without duplication:

- (i) provision for all taxes (whether or not paid, estimated, accrued or deferred) based on income, profits or capital; *plus*
- (ii) Consolidated Fixed Charges, foreign exchange differences that are treated as interest under IFRS, fair value movements on any Indebtedness or Hedging Obligations, costs related to the Reorganization Transactions, non-cash interest expense in respect of Subordinated Shareholder Funding and non-cash interest relating to employee benefit plans or arrangements or post-retirement benefit arrangements; *plus*
- (iii) depreciation, impairment, amortization (including but not limited to amortization of goodwill and intangibles and amortization and write-off of financing costs) and all other non-cash charges or non-cash losses; *plus*
- (iv) any expenses or charges related to any Equity Offering, Investment or Indebtedness permitted by this Indenture (whether or not consummated or incurred); *plus*
- (v) the amount of any minority interest expense; *plus*
- (vi) any consulting or advisory fees and related expenses incurred in connection with any transactions relating to Exceptional Items; *less*
- (vii) all other non-cash items increasing such Consolidated Net Income for such period (other than the accrual of revenue or the reversal of a reserve for cash charges in a future period in the ordinary course of business);

in each case under clauses (i) through (vii) as determined on a Consolidated basis in accordance with IFRS.

“*Consolidated Fixed Charge Coverage Ratio*” as of any date of determination means the ratio of (i) the aggregate amount of Consolidated EBITDA of the Parent and its Restricted Subsidiaries for the period of the most recent four consecutive fiscal quarters ending prior to the date of such determination for which consolidated financial statements of the Parent are available to (ii) Consolidated Fixed Charges for such four fiscal quarters (in each of the foregoing clauses (i) and (ii),