

From: **INFORMA GROUP HOLDINGS LIMITED** as Company

To: **HSBC BANK PLC** as Agent (for itself and on behalf of the other Finance Parties (as defined in the Bridge Facility Agreement (as defined below))

27 August 2024

Project Beanstalk – GBP 1,250,000,000 bridge facility agreement (the "Bridge Facility Agreement") dated 24 July 2024 for Informa PLC and Informa Group Holdings Limited, as amended and/or amended and restated from time to time

Interpretation

1. We refer to the Bridge Facility Agreement.
2. Unless defined in this letter (this "**Letter**") or the context otherwise requires, a term defined in the Bridge Facility Agreement or in any other Finance Document (as defined in the Bridge Facility Agreement) shall have the same meaning in this Letter.
3. Clause 1.2 (*Construction*) of the Bridge Facility Agreement will apply as if incorporated in this Letter and as if all references in such clause to the Bridge Facility Agreement were a reference to this Letter
4. In accordance with the terms of the Bridge Facility Agreement, the Company and the Agent hereby designate this Letter as a Finance Document.
5. Save for the Lenders, a person who is not party to this Letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Letter.

Amendments

6. In accordance with clause 33 (*Amendments and Waivers*) of the Bridge Facility Agreement, with effect on and from the date of this Letter the Bridge Facility Agreement shall be amended as follows:
 - (a) the definition of "Acquisition" in clause 1.1 (*Definitions*) of the Bridge Facility Agreement shall be deleted in its entirety and replaced as follows:

""**Acquisition**" means the acquisition by the Parent (and/or one or more of its wholly-owned Subsidiaries) of the Target Shares pursuant to or contemplated by the Scheme or the Offer (including, if applicable, any Squeeze-Out, any Share Plan Proposal, any Market Purchases and any acquisition of Target Shares following the Effective Date pursuant to the articles of association of the Target).";
 - (b) paragraph (b)(i) of the definition of "Certain Funds Period" in clause 1.1 (*Definitions*) of the Bridge Facility Agreement shall be deleted in its entirety and replaced as follows:
 - "(i) the date which is 30 days after the later of (A) the Effective Date, and (B) the date on which the Offer has closed for further acceptances, or, in

each case, if the Parent (and/or one or more of its wholly-owned Subsidiaries) has issued Squeeze-Out Notices before such date, such longer period as is necessary to complete the Squeeze-Out (including payment of consideration pursuant to the Squeeze-Out);";

- (c) the definition of "Squeeze-Out" in clause 1.1 (*Definitions*) of the Bridge Facility Agreement shall be deleted in its entirety and replaced as follows:

"Squeeze-Out" means the acquisition by the Parent (and/or one or more of its wholly-owned Subsidiaries) of any remaining shares in the Target that it (and/or one or more of its wholly-owned Subsidiaries) has not acquired, pursuant to the procedures contained in section 979 to 982 of the Companies Act 2006.";

- (d) the definition of "Squeeze-Out Notice" in clause 1.1 (*Definitions*) of the Bridge Facility Agreement shall be deleted in its entirety and replaced as follows:

"Squeeze-Out Notice" means a notice issued to a shareholder of Target by the Parent (and/or one or more of its wholly-owned Subsidiaries) in accordance with section 979 of the Companies Act 2006."; and

- (e) paragraph (c) of clause 20.12 (*Offer undertakings*) of the Bridge Facility Agreement shall be deleted in its entirety and replaced as follows:

(c) The Parent (and/or one or more of its wholly-owned Subsidiaries) shall promptly after becoming entitled so to do exercise its rights in respect of Squeeze-Out and ensure Squeeze-Out Notices are delivered to the relevant holders of shares in Target in accordance with the requirements of Section 979 of the Companies Act 2006 and provide to the Agent a copy of the Squeeze-Out Notice."

7. The provisions of the Bridge Facility Agreement and the other Finance Documents shall, save as expressly amended by this Letter, continue in full force and effect.

Miscellaneous

8. The Repeating Representations are deemed to be made by each Obligor (by reference to the facts and circumstances then existing) on the date of this Letter and references to "this Agreement" in the Repeating Representations should be construed as references to this Letter and the Bridge Facility Agreement (as amended pursuant to paragraph 6 (*Amendments*)).
9. On and from the date of this Letter, the Bridge Facility Agreement and this Letter shall be read and construed as one document.
10. The provisions of clause 31 (*Partial Invalidity*), clause 32 (*Remedies and Waivers*) and clause 41 (*Enforcement*) of the Bridge Facility Agreement shall be incorporated into

this Letter as if set out in full in this Letter and as if references in those clauses to "this Agreement" or "the Finance Documents" are references to this Letter.

11. This Letter may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Letter.
12. This Letter and any non-contractual obligations arising out of or in connection with it are governed by English law.



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For and on behalf of
INFORMA GROUP HOLDINGS LIMITED
as Company



We acknowledge and agree to the terms of this Letter.



For and on behalf of
HSBC Bank plc
as Agent

Date: 27 August 2024

