"**Accounting Principles**" means [generally accepted accounting principles in [      ][, including IFRS]]/ [IFRS].

"**Ancillary Commitment**" means, in relation to an Ancillary Lender and an Ancillary Facility, the maximum Base Currency Amount which that Ancillary Lender has agreed (whether or not subject to satisfaction of conditions precedent) to make available from time to time under an Ancillary Facility and which has been authorised as such under Clause ‎9 (*Ancillary Facilities*), to the extent that amount is not cancelled or reduced under this Agreement or the Ancillary Documents relating to that Ancillary Facility;

"**Ancillary Document**" means each document relating to or evidencing the terms of an Ancillary Facility.

"**Ancillary Outstandings**" means, at any time, in relation to an Ancillary Lender and an Ancillary Facility then in force the aggregate of the equivalents (as calculated by that Ancillary Lender) in the Base Currency of the following amounts outstanding under that Ancillary Facility:

* 1. the principal amount under each overdraft facility and on-demand short term loan facility (net of any credit balances on any account of any Borrower of an Ancillary Facility with the Ancillary Lender making available that Ancillary Facility to the extent that the credit balances are freely available to be set off by that Ancillary Lender against liabilities owed to it by that Borrower under that Ancillary Facility);
  2. the face amount of each guarantee, bond and letter of credit under that Ancillary Facility; and
  3. the amount fairly representing the aggregate exposure (excluding interest and similar charges) of that Ancillary Lender under each other type of accommodation provided under that Ancillary Facility,

in each case as determined by such Ancillary Lender, acting reasonably in accordance with its normal banking practice and in accordance with the relevant Ancillary Document.

"**Cash Equivalent Investments**" means at any time:

* 1. certificates of deposit maturing within [one year] after the relevant date of calculation and issued by an Acceptable Bank;
  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 an equivalent credit rating, 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:
     1. for which a recognised trading market exists;
     2. 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]];
     3. which matures within [one year] after the relevant date of calculation; and
     4. which has a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term 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 (i) have a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) to (d) above and (iii) can be turned into cash on not more than [30] days' notice; or
  6. any other debt security approved by the Majority Lenders,

in each case, [denominated in [*specify acceptable currencies*] and] to which any [Obligor]/[member of the Group] is alone (or together with other [Obligors]/[members of the Group] beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security (other than Security arising under the Transaction Security Documents).

1. "**Margin**" means:
   1. in relation to any Loan in the Base Currency, 3.60 per cent. per annum; and
   2. in relation to any Unpaid Sum the rate per annum specified above,

but if:

* 1. no Event of Default has occurred and is continuing;
  2. a period of at least three (3) Months has expired since the Closing Date; and
  3. the ratio of Total Net Debt to EBITDA in respect of the most recently completed Relevant Period is within a range set out below,

then the Margin for each Loan will be the percentage per annum set out below in the column opposite that range:

| Ratio of Total Net Debt to EBITDA | Margin  % p.a. |
| --- | --- |
| Greater than or equal to 4.25:1 | 3.75 |
| Less than 4.25:1 but greater than or equal to 4.00:1 | 3.60 |
| Less than 4.00:1 but greater than or equal to 3.50:1 | 3.40 |
| Less than 3.50:1 but greater than or equal to 3.00:1 | 3.20 |
| Less than 3.00:1 but greater than or equal to 2.50:1 | 3.00 |
| Less than 2.50:1 | 2.75 |

The Margin for any Loan to be made in an Optional Currency shall be subject to the applicable Margin Premium.

However:

* + 1. any increase or decrease in the Margin for a Loan shall take effect on the date (the "**reset date**") which is five (5) Business Days after receipt by the Agent of the Compliance Certificate for that Relevant Period pursuant to Clause 23.2 (*Provision and contents of Compliance Certificate*);
    2. if, following receipt by the Agent of the Compliance Certificate related to the relevant Annual Financial Statements, that Compliance Certificate does not confirm the basis for a reduced Margin, then paragraph ‎(b) of Clause 12.2 (*Payment of interest*) shall apply and the Margin for that Loan shall be the percentage per annum determined using the table above and the revised ratio of Total Net Debt to EBITDA calculated using the figures in that Compliance Certificate;
    3. while an Event of Default is continuing, the Margin for each Loan shall be the highest percentage per annum set out above; and
    4. for the purpose of determining the Margin, Total Net Debt, EBITDA and Relevant Period shall be determined in accordance with Clause 24.1 (*Financial definitions*).

"**Margin Premium**" means, in relation to any Loan to be made in an Optional Currency, an additional amount of 0.30 per cent. per annum on top of the then current Margin.

["**Permitted Guarantee**" means:

* 1. the endorsement of negotiable instruments in the ordinary course of trade;
  2. any performance or similar bond guaranteeing performance by a member of the Group under any contract entered into in the ordinary course of trade;
  3. any guarantee of a Joint Venture to the extent permitted by Clause 27.9 (*Joint ventures*);
  4. any guarantee permitted under Clause ‎27.23 (*Financial Indebtedness*);
  5. any guarantee given in respect of the netting or set-off arrangements permitted pursuant to paragraph (b) of the definition of Permitted Security;
  6. [any indemnity given in the ordinary course of the documentation of an acquisition or disposal transaction which is a Permitted Acquisition or Permitted Disposal which indemnity is in a customary form and subject to customary limitations;] or
  7. [                    ].]

["**Permitted Joint Venture**" means any investment in any Joint Venture where:

* 1. the Joint Venture is incorporated [, or established, and carries on its principal business], in [the European Union or the United States of America];
  2. the Joint Venture is engaged in a business substantially the same as that carried on by the Group; and
  3. in any financial year of the Company, the aggregate (the "**Joint Venture Investment**") of:
     1. all amounts subscribed for shares in, lent to, or invested in all such Joint Ventures by any member of the Group;
     2. the contingent liabilities of any member of the Group under any guarantee given in respect of the liabilities of any such Joint Venture; and
     3. the [book value/market value] of any assets transferred by any member of the Group to any such Joint Venture,

when aggregated with the Total Purchase Price in respect of Permitted Acquisitions in that Financial Year permitted pursuant to paragraph (f) of the definition of Permitted Acquisition does not exceed [         ] (or its equivalent in other currencies); [and]

* 1. [Others - e.g. cap on individual investments.]]

## Here is the paragraph with the heading style so that to make previous definition stop here.

***De-Leveraging Target*** means the aggregate amount of principal outstanding under the Loans as at the relevant Interest Payment Date following the Utilisation Date being no greater than the amount equal to the percentage of the Original Facility Amount set out opposite the relevant Interest Payment Date in the table below:

|  |  |
| --- | --- |
| Interest Payment Date | Outstanding balance of the Loans as a percentage of the Original Facility Amount |
| 1st Interest Payment Date | 100% |
| 2nd Interest Payment Date | 100% |
| 3rd Interest Payment Date | 100% |
| 4th Interest Payment Date | 95% |
| 5th Interest Payment Date | 95% |
| 6th Interest Payment Date | 95% |
| 7th Interest Payment Date | 85% |
| 8th Interest Payment Date | 70% |
| 9th Interest Payment Date | 40% |
| 10th Interest Payment Date | 30% |
| 11th Interest Payment Date | 30% |
| 12th Interest Payment Date | 30% |
| 13th Interest Payment Date | 15% |
| 14th Interest Payment Date | 15% |
| 15th Interest Payment Date | 15% |
| 16th Interest Payment Date | 0% |
| 17th Interest Payment Date | 0% |
| 18th Interest Payment Date | 0% |
| 19th Interest Payment Date | 0% |
| 20th Interest Payment Date | 0% |

***Disposal*** means any sale, DPO or other transfer or disposition whether arising as a result of Loan Asset Enforcement Action or otherwise.