

**Memel Capital PCC**

47 Esplanade  
St Helier  
Jersey JE1 0BD

Attention: The Directors

1 March 2022

Dear Sirs,

We refer to the agreement referred to in the record sheet attached hereto (the "**Record Sheet**"), dated on or about the date of this letter (together, the "**Agreements**")

We write to record the terms and conditions upon which we have agreed to receive on your behalf service of any claim form, application notice, order or judgment issued out of the Courts of England and Wales in connection with any legal action or proceedings arising out of or in connection with the Agreements (each, a "**Service Document**"). In consideration of the mutual agreements below, and intending to be legally bound, the each of us agrees to the following:

1. Upon receipt of any Service Document addressed to you, we shall on your behalf accept such service and will take all reasonable steps to notify you of such acceptance by email or facsimile to the person named in paragraph 4 of the Record Sheet at the appropriate email address or facsimile number shown in paragraph 5 of the Record Sheet (or such other address or number of which you may from time to time notify us in writing expressly for the purposes of this agreement) to the effect that we have accepted service on your behalf.
2. Following such notification by email or facsimile, we shall confirm the acceptance of service to you by airmail letter or first class post to the person at the address shown in paragraph 6 of the Record Sheet (or such other person or address of which you may from time to time notify us in writing expressly for the purposes of this agreement), enclosing copies of the Service Documents which we have received. We shall also retain a copy of the Service Documents.
3. The parties to this agreement do not intend that any of its terms should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this agreement.
4. In the event that an email, facsimile or letter cannot be despatched to you because communications between London and Jersey are disrupted in any way we will take all reasonable steps to inform you of this fact by telephone to the number shown in paragraph 5 of the Record Sheet (or such other number of which you may from time to time notify us in writing expressly for the purposes of this agreement) and shall despatch such email, facsimile or letter, as the case may be, as soon as it becomes reasonably practicable so to do.
5. We agree that we shall not disclose the Service Documents or any information related thereto to any third party without your consent.
6. Upon returning to us the duplicate of this agreement and form of acknowledgement at the foot of this agreement by way of acceptance of its terms, you agree to notify the counterparties to the Agreements that:

- (i) we have agreed to the appointment on the terms and conditions set out in this agreement; and
  - (ii) any Service Document served by any such counterparty is to be addressed to the party named in paragraph 7 of the Record Sheet.
- 7. In consideration of our accepting this appointment, you agree to pay Morgan Stanley Services (UK) Limited a one-off fee of £300 (net of any taxes or VAT) payable in advance on the date of this agreement.
- 8. If either party to this agreement wishes to terminate this appointment, such termination shall not be effective until the terminating party has given the counterparties to the Agreements at least one month's notice in writing of termination. Except as required by law, upon termination we shall return or destroy (at your option and cost) any copies of the Service Documents that we hold.
- 9. The terms of this agreement shall apply notwithstanding any terms to the contrary regarding our appointment contained in the Agreements and we shall only be taken to have notice of those provisions of the Agreements which are contained in the Record Sheet. These terms and conditions constitute the complete agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings between the parties.
- 10. These terms and conditions any non-contractual obligations arising out of or in relation to it shall be governed by and construed in accordance with English law. The parties agree that the courts of England are to have exclusive jurisdiction to settle any dispute, whether contractual or non-contractual (including claims for set-off and counterclaim) which may arise out of or in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by these terms and conditions or otherwise arising out of or in connection with these terms and conditions and for such purposes irrevocably submit to the jurisdiction of the English Courts.
- 11. The parties hereby confirm their respective understanding that Memel Capital PCC is a Jersey protected cell company and each issuer (being, each protected cell specified in a supplemental trust deed to the principal trust deed entered into between Memel Capital PCC (as issuer) and BNY Mellon Corporate Trustee Services Limited (as note trustee and security trustee)) will be a protected cell of Memel Capital PCC. Accordingly, the parties all acknowledge and agree that notwithstanding any other provisions of this agreement, the obligations of Memel Capital PCC under this agreement are limited recourse obligations and are payable solely from the assets held by it in respect of or attributable to the relevant protected cell, as issuer. No recourse may be had to assets of Memel Capital PCC which are held in a non-cellular capacity or attributable to or held in respect of any other protected cell of Memel Capital PCC.
- 12. Memel Capital PCC shall procure the accession and adherence by each issuer to the terms of this agreement. Memel Capital PCC is party to this agreement solely to ensure such accession and adherence and it shall have no other obligations under this agreement.

Please confirm your acceptance of the conditions of our appointment as Agent for Service on the terms and conditions set out above by signing and returning to the Company Secretary the enclosed duplicate of this letter together with a cheque made payable to Morgan Stanley Services (UK) Limited for £300.

Yours faithfully,

DocuSigned by:  
*Caroline Melholls*  
.....734C7156CB8F454.....

**Director**  
For and on behalf of Morgan Stanley Services (UK) Limited

Memel Capital PCC, in its own capacity and in respect of each protected cell specified in a supplemental trust deed to the principal trust deed entered into between Memel Capital PCC and BNY Mellon Corporate Trustee Services Limited (as note trustee and security trustee)", hereby agrees to the appointment of Morgan Stanley Services (UK) Limited as Agent for Service on the terms set out in the letter of which the foregoing is the duplicate.

**MEMEL CAPITAL PCC**

By:



Stuart Conroy

**Authorised Signatory**

**Date:**

**RECORD SHEET**  
**Morgan Stanley Services (UK) Limited**  
*(Agent for Service)*

THE APPOINTOR MUST INFORM THE COMPANY SECRETARY IMMEDIATELY OF ANY ALTERATION  
TO THE INFORMATION SET OUT BELOW.

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1. Name of Appointor: Memel Capital PCC, in its own capacity and in respect of each protected cell specified in a supplemental trust deed to the principal trust deed entered into between Memel Capital PCC and BNY Mellon Corporate Trustee Services Limited (as note trustee and security trustee)"
2. Address of Appointor's registered office or principal place of business: 47 Esplanade  
St Helier  
Jersey, JE1 0BD
3. Appointor's telephone number: +44 (0) 1534 835 600
4. Name/title/reference of person to be notified in the event of acceptance of service of a Service Document The Directors
- 5.
6. Facsimile number to be used in the event of acceptance of service of a Service Document +44 (0) 1534 835 650
- Email address: [E2@crestbridge.com](mailto:E2@crestbridge.com)
- Telephone numbers to be contacted in the event of a disruption to communications: +44 (0) 1534 835 749  
+44 (0) 1534 835 670  
+44 (0) 1534 835 059
7. Confirmation of acceptance of services and copies of Service Document to be sent to:  
Name: The Directors  
  
Address: 47 Esplanade  
St Helier  
Jersey, JE1 0BD
8. All Service Documents to be sent to:  
Name: The Company Secretary  
Address: Morgan Stanley Services (UK) Limited

LN-HQ/10  
25 Cabot Square  
Canary Wharf, London  
E14 4QA

Reference: Memel Capital PCC  
Facsimile: +44 207 277 7732

9. Details of Agreements to which appointment relates:

Principal Trust Deed (and any Supplemental Trust Deed)

Parties: Memel Capital PCC (acting on behalf of each protected cell as specified in a Supplemental Trust Deed from time to time (as an "Issuer"))

Alphabeta Access Products Ltd (as an "Issuer")

BNY Mellon Corporate Trustee Services Limited (as "Note Trustee" and "Security Trustee")

Jurisdiction clause number: Clause 20.3

Custody Agreement

Parties: Memel Capital PCC (in its own capacity and in respect of its protected cells from time to time) (as "Issuer")

Alphabeta Access Products Ltd (as an "Issuer")

BNY Mellon Corporate Trustee Services Limited (as "Security Trustee")

The Bank of New York Mellon (as "Custodian")

Jurisdiction clause number: Clause 10.2

Agency Agreement

Parties: Memel Capital PCC (in its own capacity and in respect of the relevant protected cell) (as "Issuer")

Alphabeta Access Products Ltd (as an "Issuer")

BNY Mellon Corporate Trustee Services Limited  
(as "Note Trustee" and "Security Trustee")

The Bank of New York Mellon, London Branch  
(as "Issuing and Paying Agent" and "Transfer  
Agent")

The Bank of New York Mellon, S.A./N.V., Dublin  
Branch (as "Registrar")

Morgan Stanley & Co. International plc (as  
"Note Custodian", "Calculation Agent" and  
"Disposal Agent")

Jurisdiction clause number:

Clause 27.3