
Dated: 2 May 2024

(1) NAVIGATOR PAPER UK LIMITED as Borrower

(2) NAVIGATOR COMPANY SA as Lender

AMENDMENT AND RESTATEMENT AGREEMENT

For the Loan Agreement between the Parties, dated 20 March 2024

THIS AGREEMENT is dated 2 May 2024 and made between:

- (1) **NAVIGATOR PAPER UK LIMITED**, a company incorporated in England and Wales with company number 03277517, (the "**Borrower**"); and
- (2) **NAVIGATOR COMPANY SA**, a company incorporated in Portugal with company registration number 503025798 (the "**Lender**").

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

"**Loan Agreement**" means the loan agreement made on 20 March 2024 between the Borrower and the Lender.

1.2 **Construction**

Unless a contrary indication appears:

- 1.2.1 each term used in this agreement which is defined in the Loan Agreement has the same meaning in this agreement; and
- 1.2.2 the principles of construction set out in Clause 1.2 (*Interpretation*) of the Loan Agreement apply also (where relevant) to this agreement.

1.3 **Currency symbols and definitions**

"**£**", "**GBP**" and "**sterling**" denote the lawful currency of the United Kingdom.

1.4 **Third party rights**

Other than as otherwise provided in this agreement, a person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this agreement.

2. **MAKING OF THIS AGREEMENT**

This agreement is made under clause 8.10 of the Loan Agreement.

3. **AMENDMENT AND RESTATEMENT**

- 3.1 The Loan Agreement shall be amended and restated in the form set out in the Appendix with effect from the date of this agreement.
- 3.2 The Loan Agreement, as amended and restated by this agreement, shall remain in full force and effect. Any reference in the Loan Agreement to "this Agreement" shall, unless the context requires otherwise, be construed as a reference to the Agreement as amended by this agreement.

4. **COUNTERPARTS**

If the parties execute this agreement in separate counterparts, it shall take effect as if they had all executed a single copy.

5. **GOVERNING LAW**

This agreement and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

6. **JURISDICTION**

6.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement (including a dispute relating to the existence, validity or termination of this agreement or any non-contractual obligation arising out of or in connection with this agreement) (a "**Dispute**").

6.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

6.3 Notwithstanding Clauses 6.1 and 6.2, each Party shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, a Party may take concurrent proceedings in any number of jurisdictions.

APPENDIX TO AMENDMENT AND RESTATEMENT AGREEMENT

[REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK –
RESTATED AGREEMENT BEGINS ON NEXT PAGE]

Dated: 2024

(3) **NAVIGATOR PAPER UK LIMITED** as Borrower

(4) **NAVIGATOR COMPANY S.A.** as Lender

Loan agreement

This agreement is made on 2024 between:

- (1) **NAVIGATOR PAPER UK LIMITED**, a company incorporated in England and Wales with company number 03277517, (the "**Borrower**"); and
- (2) **NAVIGATOR COMPANY S.A.**, a company incorporated in Portugal with company registration number 503025798 (the "**Lender**").

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement, the following words and phrases have the specified meanings.

"**2.7 Announcement**" means the firm offer announcement to be made by the Borrower pursuant to Rule 2.7 of the City Code.

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Certain Funds Period**" means the period commencing on the date of this agreement and ending on the earliest to occur of:

- (a) the date on which all of the cash consideration payable by the Borrower pursuant to the terms of the 2.7 Announcement in respect of the Target's shares or proposals made or to be made under the City Code in connection with the Proposed Transaction, has in each case been paid in full; or
- (b) the date on which the Proposed Transaction lapses, terminates or is withdrawn with the consent of the Takeover Panel or by court order, provided that:
 - (i) any such lapse, termination or withdrawal as a result of the exercise of the Borrower's right in accordance with the terms of the 2.7 Announcement to switch the structure of the Proposed Transaction between a scheme of arrangement or a contractual offer; or
 - (ii) where prior to such event, the Borrower has announced that the Proposed Transaction is to be revised, amended or replaced,

shall not amount to a lapse, termination or withdrawal for the purposes of this definition.

"**City Code**" means the UK City Code on Takeovers and Mergers as issued and administered by the Takeover Panel, as may be amended from time to time.

"**Loan**" means the loan made under this agreement.

"**Party**" means a party to this agreement.

"**Proposed Transaction**" means the proposed acquisition of the entire issued and to be issued share capital of the Target by the Borrower, whether by means of a scheme of arrangement or a contractual offer.

"**Takeover Panel**" means the UK Panel on Takeovers and Mergers.

"**Target**" means Accrol Group Holdings plc, a company incorporated in England and Wales with company number 09019496.

1.2 Interpretation

1.2.1 In this agreement:

- 1.2.1.1 "assets" includes present and future property, revenue, rights and interests of every kind;
- 1.2.1.2 "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality); and
- 1.2.1.3 "tax" includes any tax, duty, impost or levy and any other charge or withholding of a similar nature (including any interest or penalty for late payment or non-payment).

1.2.2 Each reference in this agreement to:

- 1.2.2.1 this agreement (or to any other agreement or deed) means, at any time, this agreement (or, as applicable, such other agreement or deed) as amended, novated, re-stated, substituted or supplemented at that time, provided that the relevant amendment, novation, re-statement, substitution or supplement does not breach any term of this agreement;
- 1.2.2.2 a Party to this agreement includes its successors-in-title and its permitted assigns and transferees;
- 1.2.2.3 the singular includes the plural and vice versa, as the context permits or requires; and
- 1.2.2.4 any provision of any legislation or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of this agreement), unless this agreement expressly states otherwise or the context requires otherwise.

1.3 **Third Party Rights**

A person who is not a Party to this agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this agreement.

2. **THE LOAN**

On the terms of this agreement, the Lender will lend £130,823,389.71 to the Borrower.

3. **PURPOSE OF LOAN**

The Borrower shall use the proceeds of the Loan only for the purposes of fulfilling its obligations in connection with the Proposed Transaction, such Loan to be used:

- 3.1.1 to satisfy its obligations to pay the cash consideration for the Target's shares and or proposals made or to be made pursuant to the City Code payable pursuant to the terms of the Proposed Transaction; and
- 3.1.2 following satisfaction of any amount payable under Clause 3.1.1, to pay fees, costs and expenses incurred or to be incurred in connection with the Proposed Transaction.

4. **INTEREST**

4.1 **Interest rate**

The annual rate of interest payable by the Borrower on the Loan shall be an interest rate to be determined on arm's length terms by the Lender.

4.2 **Calculation**

Interest will accrue daily on the outstanding principal amount of the Loan from its Drawdown Date until the date it is repaid in full (even if it is repaid only after a judgment has been obtained).

4.3 **Payment of interest**

Subject to Clause 5.2 (*Prepayment*), the Borrower shall pay accrued interest in respect of the Loan in arrears only on the date on which it repays the outstanding principal amount of the Loan.

4.4 **Default interest**

If the Borrower fails to pay on its due date any amount payable under this agreement, it shall pay interest on that amount. Interest will be payable from the due date until the date of payment of the relevant amount (even if payment is made only after a judgment has been obtained). At any time, the interest rate applicable to late payments will be two per cent higher than the rate applicable in respect of the Loan at that time under clause 4.1 (*Interest rate*).

5. **REPAYMENT AND PREPAYMENT**

5.1 **Repayment**

5.1.1 Subject to Clause 5.2 below, the Borrower shall repay the Loan in full immediately on demand. At the same time as it makes the repayment, the Borrower shall also pay all accrued interest and all other amounts accrued or outstanding under this agreement as at that time.

5.1.2 The Lender agrees that it will not demand repayment of the Loan during the Certain Funds Period.

5.2 **Prepayment**

5.2.1 Subject to Clause 5.2.3 below, the Borrower may prepay all or part of the outstanding Loan at any time before it becomes due under this agreement.

5.2.2 At the same time as it makes the relevant prepayment, the Borrower shall also pay all accrued interest in respect of the part of the Loan which is prepaid and all other amounts accrued or outstanding under this agreement as at that time.

5.2.3 The Borrower agrees that it will not prepay any amount pursuant to this Clause 5 during the Certain Funds Period.

5.3 **Re-borrowing**

The Borrower may not re-borrow any amount repaid under Clause 5.1 (*Repayment*) or prepaid under Clause 5.2.

6. **REPRESENTATIONS**

The Borrower makes the representations and warranties set out in this Clause 6 to the Lender on the date of this agreement.

6.1 **Status**

It is a limited liability company, duly incorporated and validly existing under the law of England and Wales and it has the power to own its assets and carry on its business (and other activities) as they are being conducted.

6.2 **Binding obligations**

The obligations expressed to be assumed by it in this agreement are legal, valid, binding and enforceable obligations (subject to the principle that equitable remedies are discretionary).

6.3 **Non-conflict with other obligations**

The entry into and performance by it of, and the transactions contemplated by, this agreement do not and will not conflict with any law or regulation applicable to it; its constitutional documents; or any agreement or instrument binding upon it or any of its or any of its assets.

6.4 **Power and authority**

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this agreement and the transactions contemplated by this agreement.

6.5 **Validity and admissibility in evidence**

All Authorisations required or desirable to enable it lawfully to enter into, exercise its rights and comply with its obligations in this agreement; and to make this agreement admissible in evidence in England and Wales, have been obtained or effected and are in full force and effect.

6.6 **No filing or stamp taxes**

Under the law of England and Wales it is not necessary that this agreement be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to this agreement or the transactions contemplated by this agreement.

6.7 **Pari passu ranking**

Its payment obligations under this agreement rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

7. **ASSIGNMENT**

Neither the Borrower nor the Lender may assign, novate or otherwise deal with any rights, interests or obligations under this agreement (provided that following expiry of the Certain Funds Period, it may do so with the prior written consent of the other).

8. **MISCELLANEOUS**

8.1 **Costs**

The Borrower shall, within three Business Days of demand following expiry of the Certain Funds Period, pay to the Lender the amount of all costs and expenses (including legal fees) incurred by the Lender in connection with the enforcement of, or the preservation of any rights under, this agreement.

8.2 **Payments**

On each date on which the Borrower or Lender is required to make a payment under this agreement, the Borrower or the Lender shall make the same available (unless a contrary indication appears in this agreement) for value on the due date at the time and in such funds as being customary at the time for settlement of transactions in the relevant currency in the place of payment. Payment shall be made to such account in the principal financial

centre of the country of that currency and with such bank as the relevant Party, in each case, specifies.

8.3 **Business Days**

Any payment under this agreement which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

8.4 **No withholding**

No Party shall make any withholding on account of tax from any payment under this agreement, unless it is required by law to do so at that time. If it is required by law to do so at that time, it shall increase the amount of the relevant payment so that, after the withholding, the relevant Party receives the amount it would have received if such withholding had not been required to be made. Each Party shall notify the other if these circumstances arise. The Borrower and Lender hereby agree that should any domestic exemption or double taxation treaty apply to reduce or remove any withholding obligation in respect of any payment under this agreement, each Party will promptly undertake any procedural formality required to obtain the benefit of such exemption or double taxation treaty.

8.5 **Set-off**

Save for its obligation to advance a Loan to the Borrower, the Lender may set off any matured obligation due from the Borrower under this agreement (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to the Borrower, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

8.6 **Notices**

Any communication to be made under or in connection with this agreement shall be made in writing in English by email or letter. The address and email of each Party for any communication or document to be made or delivered under or in connection with this agreement is that identified with its name below or any substitute address or email as the Party may notify to the other Parties by not less than five Business Days' notice.

8.7 **Calculations and certificates**

Any certification or determination by the Lender of a rate or amount under this agreement is, in the absence of manifest error, conclusive evidence of the matters to which it relates. Any interest, commission or fee accruing under this agreement will accrue from day to day and the amount of any such interest, commission or fee is calculated on the basis of the actual number of days elapsed and a year of 365 days.

8.8 **Partial invalidity**

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

8.9 **Remedies and waivers**

8.9.1 No **failure** to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this agreement (including pursuant to Clause 8.9.2 below) shall operate as a waiver of any such right or remedy or constitute an election to affirm this agreement. No election to affirm this agreement on the part of the Lender shall be effective unless it is in writing. No single or partial

exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this agreement are cumulative and not exclusive of any rights or remedies provided by law.

8.9.2 During the Certain Funds Period, the Lender will not be entitled to seek any remedy for a breach of this agreement (including the representations in Clause 6 above) whether in damages, an equitable remedy, the repudiation of the agreement for an actual or anticipatory breach or any right of rescission, provided that the foregoing is without prejudice to the Lender's rights to pursue any such remedy after the expiry of the Certain Funds Period.

8.10 **Amendments and waivers**

Any term of this agreement may be amended or waived only with the consent of the Lender and the Borrower.

8.11 **Counterparts**

This agreement 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 agreement.

9. **GOVERNING LAW**

This agreement and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

10. **JURISDICTION**

10.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement (including a dispute relating to the existence, validity or termination of this agreement or any non-contractual obligation arising out of or in connection with this agreement) (a "**Dispute**").

10.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

10.3 Notwithstanding Clauses 6.1 and 6.2, each Party shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, a Party may take concurrent proceedings in any number of jurisdictions.

This agreement is executed on the date stated at the beginning of this agreement.

SIGNATURES

The Borrower

Duly authorised for and on behalf of

NAVIGATOR PAPER UK LIMITED

Name:

Position: Director

Communications to be delivered to:

Address: 5 The Courtyard, London Road,
Newbury, Berkshire
England
RG14 1AX

Email: vasco.ferreira@thenavigatorcompany.com

Attention: Vasco Ferreira

The Lender

Signed on behalf of)
THE NAVIGATOR COMPANY S.A.)
a company incorporated in Portugal)

by **Fernando Araújo**) Signature of authorised signatory

and **Nuno Santos**)

Being persons who, in accordance with the laws of) Signature of authorised signatory
that territory, are acting under the authority of that)
company)

Communications to be delivered to:

Address: Av. Fontes Pereira de Melo, 27
1050-121 LISBOA
Portugal

Email: vasco.ferreira@thenavigatorcompany.com

Attention: Vasco Ferreira

Execution of Amendment and Restatement Agreement

The Borrower



Duly authorised for and on behalf of

NAVIGATOR PAPER UK LIMITED

Name: António Quirino Soares

Position: Director

Communications to be delivered to:

Address: 5 The Courtyard, London Road,
Newbury, Berkshire
England
RG14 1AX

Email: vasco.ferreira@thenavigatorcompany.com

Attention: Vasco Ferreira

The Lender

Signed on behalf of
THE NAVIGATOR COMPANY S.A.
 a company incorporated in Portugal

by **Fernando Araújo**

and **Nuno Santos**

Being persons who, in accordance with the laws of
 that territory, are acting under the authority of that
 company

)
)
) 
) Signature of authorised signatory
)
) 
) Signature of authorised signatory
)
)
)

Communications to be delivered to:

Address: Av. Fontes Pereira de Melo, 27
1050-121 LISBOA
Portugal

Email: vasco.ferreira@thenavigatorcompany.com

Attention: Vasco Ferreira