## THIS SUPPLEMENTAL SUBSCRIPTION AGREEMENT is made on [Date] between:

- (1) Cap-It Issuer Limited, a company incorporated under the Laws of England, whose registered address is 1 Bartholomew Lane, London, England, EC2N 2AX (the "Issuer"), and
- (2) the Subscriber, [Entity Name] whose registered address is [Entity Address] (the "Subscriber").

## IT IS AGREED AS FOLLOWS:

- 1. The Issuer and the Subscriber are party to a subscription agreement dated [Subscription Date] (the "Original Subscription Agreement"), pursuant to which the Subscriber agreed to subscribe for the Cap-It Certificate (the "Certificate") specified in the Original Subscription Agreement subject to the condition that the Issue Price of the Certificate is not higher than the Subscription Price. This is the Supplemental Subscription Agreement referred to in the Original Subscription Agreement.
- 2. This Supplemental Subscription Agreement shall be read and construed in all respects as one document with the Original Subscription Agreement
- 3. This Supplemental Subscription Agreement replaces and updates any previous Supplemental Subscription Agreement signed between the Issuer and the Subscriber that is related to the Original Subscription Agreement.
- 4. Capitalised terms used in this Supplemental Subscription Agreement and not otherwise defined herein shall have the meanings given to them in the Original Subscription Agreement.
- 5. Pursuant to Clause 6(2)(ii) of the Original Subscription Agreement, the Subscriber wishes to subscribe for the Certificate at a higher Subscription Price, namely [Revised Subscription Price], and hereby irrevocably subscribes for and offers to purchase the Certificate on the terms and conditions described herein and in the Original Subscription Agreement.
- 6. Notwithstanding the foregoing, the Subscriber hereby agrees and confirms that all other provisions of the Original Subscription Agreement are and shall continue to be in full force and effect, and that the declarations, acknowledgements, representations, warranties undertakings and agreements made by the Subscriber in the Original Subscription Agreement are deemed repeated on the date of this Supplemental Subscription Agreement in respect of the Certificate.

## **ACCEPTANCE**

By signing this Supplemental Subscription Agreement, the Subscriber, or the authorised representative of the Subscriber, accepts and agrees for the Subscriber to be bound by this Supplemental Subscription Agreement.