

# Second Supplemental Agency Agreement

**Mobico Group Plc**

as Issuer

**West Midlands Travel Limited**

as Original Guarantor

**The Bank of New York Mellon, London Branch**

as Principal Paying Agent

**BNY Mellon Corporate Trustee Services Limited**

as Trustee

modifying the provisions of the Amended and Restated Agency Agreement dated 2 October 2015 relating to a £1,500,000,000 Euro Medium Term Note Programme

**12 September 2023**

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**THIS SECOND SUPPLEMENTAL AGENCY AGREEMENT** (this Second Supplemental Agency Agreement) is dated 12 September 2023 and is made by and among:

- (1) **Mobico Group Plc** (formerly National Express Group PLC), a company incorporated under the laws of England and Wales with company number 02590560, whose registered office is at National Express House Birmingham Coach Station, Mill Lane, Digbeth, Birmingham, England, B5 6DD (the **Issuer**);
- (2) **West Midlands Travel Limited**, a company incorporated under the laws of England and Wales with company number 02652253, whose registered office is at National Express House Birmingham Coach Station, Mill Lane, Digbeth, Birmingham, England, B5 6DD (the **Original Guarantor**);
- (3) **The Bank of New York Mellon, London Branch**, whose registered office is at 160 Queen Victoria Street, London, England, EC4V 4LA in its capacity as principal paying agent (the **Principal Paying Agent**); and
- (4) **BNY Mellon Corporate Trustee Services Limited**, a company incorporated under the laws of England and Wales with company number 02631386, whose registered office is at 160 Queen Victoria Street, London, England, EC4V 4LA (the **Trustee**, which expression shall, wherever the context so admits, include such company and all other persons or companies for the time being the trustee or trustees of the Trust Deed) as trustee for the Noteholders.

**WHEREAS:**

- (A) This Second Supplemental Agency Agreement is supplemental to the amended and restated agency agreement dated 2 October 2015 (as supplemented by the First Supplemental Agency Agreement dated 3 October 2017, the **Amended and Restated Agency Agreement**), made between, the Issuer, the Original Guarantor, the Principal Paying Agent and the Trustee, relating to the Euro Medium Term Note Programme established by the Issuer and the Original Guarantor (the **Programme**).
- (B) On 12 September 2023, the Issuer published a modified and updated base prospectus relating to the Programme.
- (C) On 20 June 2023, the Issuer changed its name from National Express Group PLC to Mobico Group Plc.
- (D) The parties hereto have agreed to enter into this Second Supplemental Agency Agreement to effect changes to the Amended and Restated Agency Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

1. **Definitions and Interpretation**
  - 1.1 All words and expressions defined in the Amended and Restated Agency Agreement shall, unless the context otherwise requires, have the same meanings in this Second Supplemental Agency Agreement.
  - 1.2 Clause references used herein are to clauses in the Amended and Restated Agency Agreement, unless otherwise specified.

## 2. Supplement to Amended and Restated Agency Agreement

2.1 The parties to this Second Supplemental Agency Agreement agree that, on and with effect from the date hereof, the Amended and Restated Agency Agreement shall be modified by this Second Supplemental Agency Agreement in the manner described herein.

2.2 The Amended and Restated Agency Agreement shall be modified as follows:

(a) All references to 'National Express Group PLC' shall be deleted and replaced with 'Mobico Group Plc'.

(b) Clause 5.17 shall be deleted in its entirety and replaced with "[**INTENTIONALLY DELETED**]";

(c) Clause 8.18 shall be deleted in its entirety and replaced with:

"Mutual Undertaking Regarding Information Reporting and Collection Obligations: Each party shall, within ten business days of a written request by another party, supply to that other party such forms, documentation and other information relating to it, its operations, or any Notes as that other party reasonably requests for the purposes of that other party's compliance with Applicable Law and shall notify the relevant other party reasonably promptly in the event that it becomes aware that any of the forms, documentation or other information provided by such party is (or becomes) inaccurate in any material respect; provided, however, that no party shall be required to provide any forms, documentation or other information pursuant to this Clause 8.1.8 to the extent that: (i) any such form, documentation or other information (or the information required to be provided on such form or documentation) is not reasonably available to such party and cannot be obtained by such party using reasonable efforts; or (ii) doing so would or might in the reasonable opinion of such party constitute a breach of any: (a) Applicable Law; (b) fiduciary duty; or (c) duty of confidentiality. For purposes of this Clause 8.1.8, "Applicable Law" shall be deemed to include (i) any rule or practice of any Authority by which any party is bound or with which it is accustomed to comply; (ii) any applicable Information Reporting Regime; (iii) any agreement between any Authorities; and (iv) any agreement between any Authority and any party that is customarily entered into by institutions of a similar nature.";

(d) The definitions of "Directive on Administrative Cooperation" and "Information Reporting Regime" in clause 1.1 shall be deemed to be deleted and replaced with the following definitions respectively in clause 1.1:

**Directive on Administrative Cooperation** means Council Directive 2018/822/EU amending Council Directive 2011/16/EU on administrative cooperation in the field of taxation and any law implementing such Council Directive, and as amended from time to time;

**Information Reporting Regime** means the Common Reporting Standard, the Directive on Administrative Cooperation, FATCA, the Mandatory Disclosure Rules and the UK Intergovernmental Agreements;

(e) The following definition shall be inserted in appropriate alphabetical order in clause 1.1:

**Mandatory Disclosure Rules** means the Mandatory Disclosure Rules for Common Reporting Standard Avoidance Arrangements and Offshore Structures published by the Organisation for Economic Co-operation and Development, and any law implementing such Mandatory Disclosure Rules, including the International Tax Enforcement

(Disclosable Arrangements) Regulations SI 2023/38, each as amended or supplemented from time to time;

- (f) The email address and person of attention of the Issuer and Guarantor in Clause 15(a) shall be deleted and replaced with:

"Email: david.plimmer@mobicogroup.com

Attention: David Plimmer"

- (g) The Specified Office of the Principal Paying Agent in Schedule 1 shall be deleted and replaced with:

"THE BANK OF NEW YORK MELLON

160 Queen Victoria Street

London EC4V 4LA

Fax: +44 (0) 20 7964 2531

Email: corpsov4@bnymellon.com

Attention: Corporate Trust Services (Mobicogroup)

- (h) The Specified Office of the Trustee in Schedule 1 shall be deleted and replaced with:

"BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED

160 Queen Victoria Street

London EC4V 4LA

Fax: +44 207 964 2509

Email: corpsov4@bnymellon.com

Attention: Trustee Administration Manager

### 3. **Effect of Amendments**

- 3.1 This Second Supplemental Agency Agreement does not affect any Notes issued prior to the date of this Second Supplemental Agency Agreement (**Prior Notes**), or any issues of Notes that are to be consolidated and form a single series with any Prior Notes, with respect of which the Amended and Restated Agency Agreement shall continue in full force and effect.

- 3.2 Except as expressly amended by this Second Supplemental Agency Agreement, no changes to the Amended and Restated Agency Agreement are to be inferred or implied, and in all other respects the Amended and Restated Agency Agreement is confirmed and remains in full force and effect.

- 3.3 References in the documents relating to or in connection with the Programme to the Amended and Restated Agency Agreement shall be read and construed as references to the Amended and Restated Agency Agreement, as amended and supplemented by this Second Supplemental Agency Agreement.

### 4. **Miscellaneous**

The provisions of Clauses 15 (Notices), 16 (Governing Law), 17 (Counterparts) and 18 (Rights Of Third Parties), of the Amended and Restated Agency Agreement shall apply *mutatis mutandis* as if the same were incorporated herein, save that any reference in those Clauses to "this Agreement" shall be deemed to be a reference to this Second Supplemental Agency Agreement.


## Signatories

This Second Supplemental Agency Agreement has been entered into on the date stated at the beginning of this Second Supplemental Agency Agreement:

**SIGNED** for and on behalf of  
**MOBICO GROUP PLC**  
**as Issuer**

By:  \_\_\_\_\_  
Name: James Stamp  
Title: Group Chief Financial Officer

**SIGNED** for and on behalf of  
**WEST MIDLANDS TRAVEL LIMITED**  
**as Original Guarantor**

By:  \_\_\_\_\_  
Name: Neil McEwan  
Title: Director

**SIGNED** for and on behalf of  
**THE BANK OF NEW YORK MELLON, LONDON BRANCH**  
**as Principal Paying Agent**



Digitally signed  
by Jordan  
Anderson

By: \_\_\_\_\_

Name: Jordan Anderson

Title: Authorised Signatory

**SIGNED** for and on behalf of  
**BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**  
**as Trustee**



Digitally signed  
by Jordan  
Anderson

By: \_\_\_\_\_

Name: Jordan Anderson

Title: Authorised Signatory