

FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE (this "First Supplemental Indenture"), dated as of September 20, 2022, between CSL Finance Plc (Company Number 4392736), a public company incorporated with limited liability under the laws of England and Wales (the "Issuer"), and The Bank of New York Mellon, as trustee under the Indenture referred to below (the "Trustee").

WITNESSETH

WHEREAS, the Issuer has heretofore executed and delivered to the Trustee an indenture (the "Indenture"), dated as of April 27, 2022 providing for the issuance of Securities as provided in the Indenture; and

WHEREAS, the Indenture provides that under certain circumstances the Issuer and the Trustee may enter into a supplemental indenture pursuant to Section 9.01 of the Indenture; and

WHEREAS, the entry into this First Supplemental Indenture by the Issuer and the Trustee is authorized by the provisions of the Indenture.

NOW, THEREFORE, the Issuer and the Trustee each hereby agree as follows:

1. *CAPITALIZED TERMS.* Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. *AUSTRALIAN TRANSFER RESTRICTION.* In accordance with the Corporations Act 2001 (Cth) (the "Australian Corporations Act"), a Holder of a Security is not permitted to transfer a Security in, into or from Australia to a person who is a "retail client" as that term is defined in section 761G of the Australian Corporations Act.
3. *ADOPTION, RATIFICATION AND CONFIRMATION.* The Indenture, as supplemented and amended by this First Supplemental Indenture, is in full force and effect and is in all respects hereby adopted, ratified and confirmed.
4. *GOVERNING LAW.* This First Supplemental Indenture, the Indenture, the Securities and the Guarantees shall be governed by and construed in accordance with the laws of the State of New York, excluding choice of law principles of the law of such state that would permit the application of the laws of a jurisdiction other than such state.
5. *COUNTERPARTS.* The parties may sign any number of copies of this First Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.
6. *EFFECT OF HEADINGS.* The Section headings herein are for convenience only and shall not affect the construction hereof.

7. *THE TRUSTEE.* The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this First Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Issuer.

[Signature page(s) to follow]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed as of the date first above written.

Signed for and on behalf of

CSL Finance Plc
by its duly authorized signatory

DocuSigned by:

171A2A5B8DA344F

Authorized signatory

Name: **Damian Gaylor**

The Bank of New York Mellon,
as Trustee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed as of the date first above written.

Signed for and on behalf of

CSL Finance Plc
by its duly authorized signatory

Authorized signatory
Name:

The Bank of New York Mellon,
as Trustee

By: 

Name: **MANISH SARAF, VP**
Title: